

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

In re:	)	
	)	Chapter 11
	)	
Geokinetics Inc., <u>et al.</u> , <sup>1</sup>	)	Case No. 13-10472 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	

**SECOND MODIFIED  
JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GEOKINETICS INC., ET AL.**

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Geokinetics Inc. (0082), Geokinetics Holdings USA, Inc. (6645), Geokinetics Services Corp. (1753), Geokinetics Processing, Inc. (9897), Geokinetics Acquisition Company (0110), Geokinetics USA, Inc. (7282), Geokinetics International Holdings, Inc. (8468), Geokinetics Management, Inc. (3414), Geokinetics International, Inc. (2143), and Advanced Seismic Technology, Inc. (9540). The Debtors' address is 1500 Citywest Boulevard, Suite 800, Houston, Texas 77042.

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## INTRODUCTION

Geokinetics Inc., Geokinetics Holdings USA, Inc., Geokinetics Services Corp., Geokinetics Processing, Inc., Geokinetics Acquisition Company, Geokinetics USA, Inc., Geokinetics International Holdings, Inc., Geokinetics Management, Inc., Geokinetics International, Inc., and Advanced Seismic Technology, Inc. respectfully propose the following modified joint chapter 11 plan of reorganization pursuant to Bankruptcy Code section 1121(a) (as defined below). Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof.

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

#### A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form:

1. “2008 Warrants” means the warrants to purchase 240,000 shares of GOK Common Stock issued by GOK to Avista on July 28, 2008.
2. “2010 Warrants” means the warrants to purchase 3,495,000 shares of GOK Common Stock issued by GOK on December 14, 2010.
3. “Administrative Expense” means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases of the Debtors of the kind specified in Bankruptcy Code section 503(b), including, but not limited to: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors, (b) compensation by a Professional for legal, financial advisory, accounting, and other services and reimbursement of expenses allowed pursuant to Bankruptcy Code sections 328, 330(a), 331, or 363 or otherwise for the period commencing on the Petition Date and through the Effective Date, and (c) Bankruptcy Fees.
4. “Administrative Expense Bar Date” means the deadline for asserting Administrative Claims as provided in Section II.A(iv) hereof.
5. “Affiliate” has the meaning set forth in Bankruptcy Code section 101(2), except that the term Affiliate shall be applicable to any Entity (and not just a Debtor).
6. “Allowed” means with respect to Claims or Equity Interests (or a portion thereof), (a) any Claim or Equity Interest against a Debtor, proof of which is timely filed or by order of the Bankruptcy Court or pursuant to the Plan is not or will not be required to be filed, (b) any Claim or Equity Interest that has been or is hereafter listed in the Schedules as neither disputed, contingent nor unliquidated, and for which no timely Proof of Claim has been filed, or (c) any Claim or Equity Interest allowed pursuant to this Plan or the Confirmation Order; provided, however, that with respect to any Claim or Equity Interest described in clauses (a) or (b) above, such Claim or Equity Interest will be allowed only if (i) no objection to the allowance thereof has been interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (ii) such an objection is so interposed and the Claim and Equity Interest shall have been allowed by a Final Order (but only if such allowance was not solely for the purpose of voting to accept or reject this Plan). Except as otherwise specified in this Plan or a Final Order, the amount of an Allowed Claim or Allowed Equity Interest shall not include interest on such Claim or Equity Interest after the Filing Date.
7. “AST” means Debtor Advanced Seismic Technology, Inc.

8. “*Avista*” means collectively Avista Capital Partners, L.P. and Avista Capital Partners (Offshore), L.P.

9. “*Backstop DIP Lenders*” means American Securities Opportunities Advisors, LLC and Gates Capital Management, Inc.

10. “*Bankruptcy Code*” means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

11. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases.

12. “*Bankruptcy Fees*” means any fees or charges assessed against the Debtors’ estates under section 1930 of title 28 of the United States Code.

13. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, promulgated under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Cases.

14. “*Bar Date*” means the date(s) designated by the Bankruptcy Court as the last day for filing a Proof of Claim against the Debtors.

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, except as otherwise provided in Section VII.H.

17. “*Causes of Action*” means any and all actions, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise.

18. “*Chapter 11 Cases*” means the respective cases under chapter 11 of the Bankruptcy Code concerning the Debtors commenced on the Petition Date.

19. “*Claim*” means any right to (a) payment from the Debtors, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) an equitable remedy for breach of performance of the Debtors if such breach gives rise to a right to payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

20. “*Class*” means a category of Holders of Claims or Equity Interests classified by the Plan pursuant to Bankruptcy Code section 1122(a)(1).

21. “*Class 4 Distribution*” means 100% of the New Common Stock (subject to dilution from the Management Incentive Plan and the DIP Equity Distribution).

22. “*Class 7 Distribution*” means the \$6,000,000 in Cash to be distributed to the Holders of Allowed Preferred Equity Interests in Class 7.

23. “*Collateral Trust Agreement*” means that certain Collateral Trust and Intercreditor Agreement dated as of December 23, 2009.

24. “*Collateral Trustee*” means U.S. Bank National Association, and/or its duly appointed successor, if any, in its capacity as collateral trustee under that certain Collateral Trust and Intercreditor Agreement dated as of December 23, 2009.

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

26. “*Confirmation Date*” means the date upon which the Confirmation Order is entered on the docket maintained by the clerk of the Bankruptcy Court of the Chapter 11 Cases.

27. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court pursuant to Bankruptcy Code section 1128(a) concerning Confirmation of the Plan pursuant to Bankruptcy Code section 1129, as such hearing may be adjourned or continued from time to time.

28. “*Confirmation Order*” means the order entered by the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129, in form and substance satisfactory to the Majority Noteholders.

29. “*Consenting Noteholders*” means American Securities Opportunities Advisors, LLC, Gates Capital Management, Inc., and/or their respective Affiliates party to the Plan Support Agreement in their capacity as Noteholders.

30. “*Consenting Preferred Equity Holder*” means Avista.

31. “*Credit Facility*” means that certain Amended and Restated Credit Agreement, dated August 12, 2011, by and among GOK Holdings, GOK, the Credit Facility Lenders, and the Credit Facility Agent, as well as any other documents entered into in connection therewith, as has been and may further be amended, modified, ratified, extended, renewed, or restated.

32. “*Credit Facility Agent*” means Whitebox Advisors LLC in its capacity as administrative and collateral agent under the Credit Facility.

33. “*Credit Facility Claims*” means the Allowed Claims arising under the Credit Facility, in an aggregate principal amount of \$50,000,000.<sup>2</sup>

34. “*Credit Facility Lenders*” means lenders party to the Credit Facility, and any other lenders that may become a party to the Credit Facility from time to time, each in their capacity as such.

35. “*Creditors’ Committee*” means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to Bankruptcy Code section 1102, if any, as such committee membership may be reconstituted from time to time.

36. “*Cure Claim*” means a Claim based upon any and all amounts payable to a counterparty of an executory contract or unexpired lease at the time such contract or lease is assumed by such Debtor pursuant to Bankruptcy Code section 365(b).

37. “*D&O Liability Insurance Policies*” means the insurance policies maintained by the Debtors for liability of directors, managers, and officers in effect as of the Petition Date.

38. “*Debtor*” means any one of the Debtors, in its individual capacity as a debtor and debtor in possession in these Chapter 11 Cases.

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<sup>2</sup> Plus any additional amounts Allowed by the Bankruptcy Court.

39. “*Debtors*” means, collectively, GOK, GOK Holdings, GOK Services, GOK Processing, GOK Acquisition, GOK USA, GOK Intl Holdings, GOK Management, GOK International, and AST, each in their capacities as debtors and debtors in possession in these Chapter 11 Cases.

40. “*DIP Agent*” means the administrative agent, collateral agent and documentation agent under the DIP Loan Agreement, or its duly appointed successor, in its capacity as such.

41. “*DIP Agent Fee*” means the fee payable to the DIP Agent as set forth in the DIP Loan Agreement.

42. “*DIP Borrowing Obligations*” means all of the obligations and indebtedness arising under, in respect of or in connection with the DIP Facility, including without limitation, all loans made to and guarantees issued by the Debtors and the other Guarantors pursuant to the DIP Loan Agreement, and any other obligations under the DIP Loan Agreement, including, without limitation, credit extended in respect of overdrafts and related liabilities and other depository, treasury, hedging, swap, and cash management services and other clearing services provided by any DIP Lender, the DIP Agent or their respective Affiliates, but excluding the DIP Interest Obligations, the DIP Financing Fees and Expenses and the DIP Agent Fee.

43. “*DIP Claims*” means the Claims derived from or based upon the DIP Loan Agreement, if any, including but not limited to claims with respect to the DIP Borrowing Obligations, DIP Interest Obligations and DIP Agent Fee.

44. “*DIP Equity Distribution*” means the New Common Stock to be issued on the Effective Date and to be distributed to the DIP Lenders commencing on the Effective Date, in an amount which shall be calculated by converting all DIP Borrowing Obligations owed under the DIP Facility to New Common Stock at a 20% discount to the value of the New Common Stock as of the Effective Date, with such value of the New Common Stock based on the enterprise value of the Debtors as set forth in the Disclosure Statement.

45. “*DIP Facility*” means that certain credit facility, in an original principal amount of up to \$25,000,000, by and among GOK Holdings as borrower, and each of the other Debtors as guarantors and the DIP Lenders.

46. “*DIP Financing Fees and Expenses*” means, without duplication, all fees, costs, charges, and expenses required to be paid by the Debtors under the terms of the DIP Loan Agreement, and/or any separate agreement executed in connection therewith, including but not limited to, the fees and disbursements of professionals, including without limitation (a) counsel to the DIP Agent, (b) local counsel to the DIP Agent, (c) Fried, Frank, Harris, Shriver & Jacobson LLP, as counsel to the Backstop DIP Lenders, and (d) local counsel to the Backstop DIP Lenders.

47. “*DIP Financing Order*” means the order to be entered by the Bankruptcy Court in these Chapter 11 Cases approving the DIP Facility.

48. “*DIP Interest Obligations*” means all interest earned and accrued under the DIP Facility.

49. “*DIP Lenders*” means the “Lenders” under the DIP Loan Agreement, each in their capacity as such.

50. “*DIP Lender Claims*” means the claims arising under and with respect to the DIP Borrowing Obligations.

51. “*DIP Loan Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement among Geokinetics Holdings USA, Inc., as Borrower, Geokinetics Inc., as Parent, and the Administrative Agent and Collateral Agent, and the Lenders party thereto, as such agreement may be amended, modified, ratified, extended, renewed, or restated.



52. “*Disallowed*” means (i) a Claim or Equity Interest that is disallowed and/or expunged by order of the Bankruptcy Court or another court with jurisdiction or (ii) a Claim or Equity Interest that is disallowed pursuant to a provision in the Plan, which Disallowed Claim or Equity Interest shall not become an Allowed Claim or Equity Interest.

53. “*Disbursing Agent*” means the Reorganized Debtors or the Entity or Entities chosen by the Reorganized Debtors to make or facilitate distributions pursuant to the Plan.

54. “*Disclosure Statement*” means the solicitation and disclosure statement distributed in connection with the solicitation of acceptances or rejections of the Plan in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, that relates to this Plan, as such solicitation and disclosure statement may be or has been amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

55. “*Disputed*” means with respect to Claims or Equity Interests, any Claim or Equity Interest that is neither Allowed nor Disallowed.

56. “*Distribution Date*” means any of the Initial Distribution Date or the date that is within fourteen (14) days after such Claim becomes Allowed.

57. “*Distribution Record Date*” means the date for determining the identity of Holders of Claims and Equity Interests entitled to distributions under this Plan, with the exception of Holders of the Notes Claims, which date shall be the commencement of the Confirmation Hearing.

58. “*Docket*” means the docket for the Chapter 11 Cases pending before the Bankruptcy Court.

59. “*Effective Date*” means the Business Day designated by the Majority Noteholders after the date on which all provisions, terms and conditions specified in Section X.B have been satisfied or waived pursuant to Section X.C; provided, however, that if a stay of the Confirmation Order is in effect on such date, the Effective Date will be the Business Day designated by the Majority Noteholders after such stay is no longer in effect.

60. “*Entity*” means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint stock company, estate, entity, trust, trustee, U.S. Trustee, unincorporated organization, government, governmental unit, agency or political subdivision thereof.

61. “*Equity Interests*” means any equity security in a Debtor as such term is defined in Bankruptcy Code section 101(16), including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors together with any options, warrants, calls, subscriptions or other similar rights or other agreements, commitments or outstanding securities obligating any Debtor to issue, transfer or sell any shares of an equity security of the Debtors any time and all rights arising with respect thereto. For the avoidance of doubt, the Equity Interests shall include the Preferred Equity Interests, the 2008 Warrants, the 2010 Warrants and the GOK Common Stock.

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

63. “*Exit Facility*” means a senior secured credit facility in an amount and on terms satisfactory to the Majority Noteholders, to be made available on the Effective Date to fund the cash requirements of the Plan, including, without limitation, repayment of the Credit Facility Claims and the post-confirmation operations of the Reorganized Debtors, with terms and conditions substantially similar to those found in the Exit Financing Term Sheet and which documents shall be in form and substance satisfactory to the Majority Noteholders.

64. “*Exit Facility Agreement*” means a credit agreement, dated on or after the Effective Date, by and among one or more of the Reorganized Debtors and the lender or lenders party thereto with respect to the Exit

Facility, as the same may be subsequently amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all instruments and agreements related thereto with terms and conditions substantially similar to those found in the Exit Financing Term Sheet and in form and substance satisfactory to the Majority Noteholders.

65. “*Exit Facility Documents*” means the Exit Facility Agreement and all other related agreements, documents, or instruments to be executed or delivered in connection therewith, with terms and conditions and in form and substance satisfactory to the Majority Noteholders.

66. “*Exit Facility Lenders*” means the lender or lenders from time to time under the Exit Facility.

67. “*Exit Financing Term Sheet*” means the term sheet setting forth the material terms and conditions of the Exit Facility, in form and substance satisfactory to the Majority Noteholders, to be included in the Plan Supplement.

68. “*Final Order*” means, as applicable, an order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction, as applicable, which has not been reversed, vacated or stayed and as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing will then be pending, or as to which any right to appeal, petition for *certiorari*, reargue, or rehear will have been waived in writing in form and substance satisfactory to the Debtors or, on and after the Effective Date, the Reorganized Debtors or, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court, or other court of competent jurisdiction (as applicable) will have been determined by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing will have been denied and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing will have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state or provincial court rules of civil procedure, may be filed with respect to such order will not cause such order not to be a Final Order.

69. “*GOK*” means Debtor Geokinetics Inc.

70. “*GOK Acquisition*” means Debtor Geokinetics Acquisition Company.

71. “*GOK Common Stock*” means the issued and outstanding shares of GOK common equity.

72. “*GOK Holdings*” means Debtor Geokinetics Holdings USA, Inc.

73. “*GOK International*” means Debtor Geokinetics International, Inc.

74. “*GOK Intl Holdings*” means Debtor Geokinetics International Holdings, Inc.

75. “*GOK Management*” means Debtor Geokinetics Management, Inc.

76. “*GOK Processing*” means Debtor Geokinetics Processing, Inc.

77. “*GOK Services*” means Debtor Geokinetics Services Corp.

78. “*GOK USA*” means Debtor Geokinetics USA, Inc.

79. “*Holder*” means any Entity that holds a Claim or Equity Interest.

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

81. “*Initial Distribution Date*” means the date occurring on or as soon as reasonably practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when initial distributions under the Plan shall commence.

82. “*Intercompany Claim*” means any Claim between and among the Debtors.

83. “*Interim Compensation Order*” means the order to be entered by the Bankruptcy Court in these Chapter 11 Cases establishing procedures for interim compensation and reimbursement of expenses of professionals.

84. “*Junior Preferred Equity Interests*” means the Series D Junior Preferred Stock issued by GOK and Claims of the type described in, and subject to subordination under, Bankruptcy Code section 510(b) with respect to the Preferred Equity Interests.

85. “*Lien*” has the meaning set forth in Bankruptcy Code section 101(37); except that a Lien that has been avoided in accordance with a provision of the Bankruptcy Code, including Bankruptcy Code sections 544, 545, 546, 547, 548 or 549, shall not constitute a Lien.

86. “*Majority Noteholder*” means those Noteholders that collectively hold more than 50% of the aggregate principal amount of all Notes.

87. “*Management Incentive Plan*” means the equity incentive compensation plan to be adopted by the New Board of Reorganized GOK, pursuant to which shares of, units representing shares of or the value of a share of, and/or options to purchase up to 10% of the New Common Stock will be reserved for issuance to the Debtors’ senior management.

88. “*New Board*” means, with respect to each Reorganized Debtor, the initial board of directors of such Entity.

89. “*New By-laws*” means, with respect to each Reorganized Debtor, the new by-laws of such Entity, in form and substance satisfactory to the Majority Noteholders, a form of which shall be included in the Plan Supplement.

90. “*New Certificate of Incorporation*” means, with respect to each Reorganized Debtor, the initial certificate of incorporation (or other applicable formation document) of each such Entity, in form and substance satisfactory to the Majority Noteholders, a form of which shall be included in the Plan Supplement.

91. “*New Common Stock*” means the shares of common stock of Reorganized GOK authorized under the New Certificate of Incorporation of Reorganized GOK and issued pursuant to the Plan.

92. “*New Corporate Governance Documents*” means the New Certificates of Incorporation, the New Shareholders Agreement, and the New By-laws.

93. “*New Employment Agreements*” means the employment agreements that the Reorganized Debtors may enter into with certain individuals in the Debtors’ senior management, which shall be in form and substance satisfactory to the Majority Noteholders.

94. “*New Shareholders Agreement*” means that certain agreement in form and substance satisfactory to the Majority Noteholders providing for, among other things, the rights and obligations of the Holders of the New Common Stock that are party thereto, of which a term sheet setting forth a summary of the principal terms thereof is attached to the Disclosure Statement as Exhibit G.

95. “*Note Claims*” means any and all Claims in respect of, or in connection with, any portion of the outstanding aggregate and unpaid amount of principal and interest due and owing under the Notes. The Note Claims are Allowed Claims under this Plan for all purposes in the aggregate principal amount of \$300,000,000 plus accrued

and unpaid interest and any other amount due under the Notes Indenture and/or the Collateral Agreement as of the Petition Date, but excluding the Notes Trustee Fee Claim. The Definition of “Note Claims” shall not include Claims of the type described in Bankruptcy Code section 510(b) relating to the Notes.

96. “*Noteholders*” means an Entity that holds any of the Notes.

97. “*Notes*” means the 9.75% senior secured notes due December 2014, issued by GOK Holdings pursuant to the Notes Indenture.

98. “*Notes Indenture*” means that certain Indenture, dated December 23, 2009, by and among GOK Holdings, as issuer, each of the guarantors named therein, and the Notes Indenture Trustee, as well as any guarantees, and other documents entered into in connection therewith, and as amended by that certain Supplemental Indenture No. 1, dated February 12, 2010.

99. “*Notes Indenture Trustee*” means U.S. Bank National Association, and/or its duly appointed successor, if any, in its capacity as indenture trustee under the Notes Indenture.

100. “*Notes Trustee Fee Claim*” means the Allowed Claim for fees and expenses incurred by the Notes Indenture Trustee and the Collateral Trustee in the performance of their duties up to the Effective Date under the Notes Indenture and the Collateral Trust Agreement, respectively.

101. “*Other Equity Interests*” means the Equity Interests other than the Preferred Equity Interests, and including Claims of the type described in Bankruptcy Code section 510(b) relating to the Equity Interests in GOK.

102. “*Other Priority Claim*” means any Claim accorded priority in right of payment under Bankruptcy Code section 507(a), other than: (a) an Administrative Expense, (b) a DIP Claim, or (c) a Priority Tax Claim.

103. “*Other Secured Claims*” means any Secured Claim, other than: (i) a DIP Claim, (ii) a Credit Facility Claim, or (iii) a Note Claim.

104. “*Person*” means any individual, corporation, limited liability company, partnership, or other business organization recognized by applicable law, but not a governmental unit except as provided in Bankruptcy Code section 101(41).

105. “*Petition Date*” means the date on which the Debtors file with the Bankruptcy Court their petitions commencing the Chapter 11 Cases.

106. “*Plan*” means this Modified Joint Chapter 11 Plan of Reorganization of the Debtors and all exhibits, appendices and schedules hereto, including the Plan Supplement, as the same may be amended or modified from time to time in accordance with the terms thereof, the Bankruptcy Code and the Bankruptcy Rules.

107. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be filed by the Debtors no later than seven (7) days prior to the Confirmation Hearing, as the same may be amended, modified, or supplemented, which shall be in form and substance satisfactory to the Majority Noteholders, and including, without limitation, the following: (a) the New Corporate Governance Documents, (b) the identity of the known members of the New Boards and the nature and compensation for any director who is an “insider” under the Bankruptcy Code, (c) the Rejected Executory Contract and Unexpired Lease List, (d) the New Employment Agreements, if any, (e) the Exit Financing Term Sheet, (f) a description of the Restructuring Transactions, and (g) all exhibits, attachments, supplements, annexes, schedules, and ancillary documents related to each of the foregoing.

108. “*Plan Support Agreement*” means that certain Restructuring Support Agreement, dated January 15, 2013, as amended on February 4, 2013, by and among, the Debtors, the Consenting Noteholders, and the

Consenting Preferred Equity Holder, as well as any other documents entered into in connection therewith, and as such agreement may be further amended, modified, ratified, extended, renewed, or restated.

109. “*Preferred Equity Holders*” means the Holders of Preferred Equity Interests.

110. “*Preferred Equity Interests*” means the Senior Preferred Equity Interests and the Junior Preferred Equity Interests.

111. “*Priority Tax Claim*” means any Claim that is entitled to priority of payment under Bankruptcy Code section 507(a)(8).

112. “*Pro Rata*” means a proportionate share, so that the ratio of the amount of property distributed on account of an Allowed Claim in a class is the same as the ratio such Claim bears to the total amount of all Claims (including Disputed Claims) in such class.

113. “*Professional*” means: (a) any professional employed in the Chapter 11 Cases pursuant to Bankruptcy Code section 327, 328 or 1103 and (b) any other Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to Bankruptcy Code section 503(b)(4). For the avoidance of doubt, professionals employed by the Backstop DIP Lenders, the DIP Agent, the Consenting Noteholders (including Fried, Frank, Harris, Shriver & Jacobson LLP), the Collateral Trustee, the Notes Indenture Trustee and Consenting Preferred Equity Holders shall not be “Professionals” for the purposes of this Plan.

114. “*Proof of Claim*” means a proof of Claim, as defined in Bankruptcy Rule 3001, filed against any of the Debtors in the Chapter 11 Cases.

115. “*Rejected Executory Contract and Unexpired Lease List*” means the list (as may be amended) of executory contracts and unexpired leases that will be rejected by the Debtors, which shall be in form and substance satisfactory to the Majority Noteholders and included in the Plan Supplement.

116. “*Reorganized Company*” means the Reorganized Debtors together with their non-Debtor Affiliates on or after the Effective Date.

117. “*Rejection Claim*” means a Claim arising from the rejection of an executory contract or unexpired lease pursuant to Bankruptcy Code section 365.

118. “*Reorganized Company*” means, collectively, the Debtors and their non-Debtor Affiliates from and after the Effective Date.

119. “*Reorganized Debtors*” means, collectively, the Debtors (and individually, each Debtor) from and after the Effective Date.

120. “*Reorganized GOK*” means, GOK from and after the Effective Date.

121. “*Restructuring Transaction*” means a dissolution or winding up of the corporate existence of a Debtor or the consolidation, merger, restructuring, conversion, dissolution, transfer, liquidation, contribution of assets, or other transaction pursuant to which a Reorganized Debtor or non-Debtor Affiliate merges with or transfers substantially all of its assets and liabilities to a Reorganized Debtor or newly formed Entity, or any transaction related to the foregoing, prior to, on, or after the Effective Date, with any and all of the foregoing corporate changes to be in form and substance satisfactory to the Majority Noteholders and any transactions to be consummated on the Effective Date to implement the provisions of Section V.D(i) of this Plan.

122. “*Senior Preferred Equity Interests*” means the Series B-1 Senior Convertible Preferred Stock issued by GOK and Series C-1 Senior Convertible Preferred Stock issued by GOK.

123. “*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 with the Bankruptcy Court pursuant to Bankruptcy Code section 521 and in substantial accordance with the Official Bankruptcy Forms pursuant to the Bankruptcy Rules, as may be amended from time to time in accordance with Bankruptcy Rule 1009.

124. “*SEC*” means the Securities and Exchange Commission.

125. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which a Debtor has an interest or that is subject to setoff under Bankruptcy Code section 553, to the extent of the value of the Claim Holder’s interest in the Debtor’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a) or (b) Allowed by a Final Order or pursuant to this Plan as a Secured Claim.

126. “*Securities Act*” means the Securities Act of 1933, as amended.

127. “*Subsidiary Debtors*” means GOK Holdings, GOK Services, GOK Processing, GOK Acquisition, GOK USA, GOK Intl Holdings, GOK Management, GOK International, and AST.

128. “*Unimpaired*” means, with respect to any Class of Claims or Equity Interests, such Class is not Impaired.

129. “*Unsecured Claim*” means any Claim against any Debtor other than (a) a Secured Claim, (b) a Claim for an Administrative Expense, (c) an Intercompany Claim, (d) a Priority Tax Claim, (e) an Other Priority Claim or (f) a Claim of the type described in, and subject to subordination under, Bankruptcy Code section 510(b) with respect to Preferred Equity Interests or Other Equity Interests.

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

131. “*Voting Agent*” means GCG, Inc.

132. “*Voting Deadline*” means the time and date by which ballots for acceptance or rejection of this Plan must be received by the Voting Agent, which is 12:00 p.m. (prevailing Eastern Time) on March 8, 2013.

## **B. Rules of Interpretation**

For purposes of this Plan: (a) 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, (b) the word “including” is not a limiting term and shall be interpreted to mean “including, but not limited to,” (c) 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, (d) 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, modified, or supplemented, (e) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity’s successors and assigns, (f) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto, (g) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement, (h) 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, (i) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules, (j) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part hereof or to affect the interpretation hereof, (k) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply, (l) all references to docket numbers of documents filed in the Chapter 11 Cases and the Docket are references to the docket numbers



under the Bankruptcy Court's CM/ECF system, (m) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated, (n) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan, all without further Bankruptcy Court order, and (o) any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

**C. Computation of Time**

Unless otherwise stated, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

**D. Transactions on Business Days**

If the Effective Date or any other date on which a transaction may occur under this Plan will occur on a day that is not a Business Day, the transactions contemplated by this Plan to occur on such day will instead occur on the next succeeding Business Day.

**E. Governing Law**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan and 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, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not formed in Delaware shall be governed by the laws of the jurisdiction of formation of the applicable Debtor or Reorganized Debtor, as applicable.

**F. 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.

**II.**

**ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS**

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

**A. Administrative Expenses**

(i) *Administrative Expenses (excluding DIP Claims)*

The Debtors or the Reorganized Debtors, as the case may be, will pay each allowed Administrative Expense against the Debtors in full, in Cash, on the later of (a) the Effective Date (or as soon thereafter as is practicable), (b) the date on which the Bankruptcy Court enters an order allowing such Administrative Expense, or (c) such other date to which the Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, as the case may be, and the Holder of the allowed Administrative Expense agree; provided, however, that allowed Administrative Expenses representing (a) obligations incurred in the ordinary course of business or assumed by the Debtors or the Reorganized Debtors, as the case may be, will be paid in full or performed in the ordinary course of business, consistent with past practice and (b) obligations incurred to Professionals for services provided through the Confirmation Date will be paid in accordance with the applicable Bankruptcy Court order approving the fees and expenses of each such Professional; provided, further, however, that allowed Administrative Expenses incurred by

the Debtors or the Reorganized Debtors, as the case may be, after the Confirmation Date, including claims for Professionals' fees and expenses, will not require application to the Bankruptcy Court and shall be paid by the Debtors or Reorganized Debtors, as the case may be, in the ordinary course of business and without further Bankruptcy Court approval.

(ii) *DIP Claims*

All DIP Claims: (a) are Allowed in full; (b) shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity; and (c) shall constitute Allowed Administrative Expenses. On the Effective Date, unless otherwise agreed to by the Backstop DIP Lenders, the DIP Equity Distribution shall be issued and distribution of the DIP Equity Distribution shall commence such that each Holder of a DIP Lender Claim shall receive its Pro Rata share of the DIP Equity Distribution in full settlement, release and discharge of its DIP Lender Claim on the Effective Date (or as soon as reasonably practicable thereafter). On the Effective Date, the DIP Interest Obligations, DIP Financing Fees and Expenses, and DIP Agent Fees, each to the extent accrued and unpaid, shall be paid in full, in Cash, without the need for application to or approval from any court.

(iii) *Professional Compensation*

- a. Final Application for Compensation and Reimbursement of Professionals' Fees and Expenses

All applications for final allowance of compensation and reimbursement of Professionals' fees and expenses must be filed no later than forty-five (45) days following the Effective Date and will be subject to the authorization and approval of the Court. Any objections to such applications shall be filed no later than forty-five (45) days following the date on which a final fee application is filed with the Court.

- b. Post-Effective Date Fees and Expenses

Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action (including, without limitation, the need to file a fee application), order or approval of the Bankruptcy Court.

(iv) *Administrative Expense Bar Date*

Except with respect to requests for allowance of compensation and reimbursement of Professional fees and expenses and as otherwise provided in this Article, requests for payment of Administrative Expenses, if required, 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 30 days after the Effective Date. Holders of Administrative Expenses that are required to, but do not, file and serve a request for payment of such Administrative Expenses by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Expenses against the Debtors or Reorganized Debtors or their property, and such Administrative Expenses shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party no later than 75 days after the Effective Date or such later date as the Bankruptcy Court may approve. Notwithstanding the foregoing, no request for payment of an Administrative Expense need be filed with respect to: (i) a DIP Claim, or (ii) any other Administrative Expense made an allowed Administrative Expense by Final Order, including all Administrative Expenses expressly made allowed Administrative Expenses under this Plan.



*(v) U.S. Trustee Fees*

All Bankruptcy Fees will be paid by the Debtors on or before the Effective Date, or by the Reorganized Debtors as soon as practicable thereafter. All Bankruptcy Fees will be paid until the Bankruptcy Court enters a final decree closing the Chapter 11 Cases.

*(vi) Full Settlement*

As more specifically set forth in, and without in any way limiting, Section IX.A of this Plan, the distributions provided for in and when paid pursuant to this Section II.A are in full settlement and release of all Administrative Expenses.

**B. Priority Tax Claims***(i) Treatment*

With respect to each Allowed Priority Tax Claim against the Debtors, except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Priority Tax Claim, (i) the legal, equitable and contractual rights to which the Allowed Priority Tax Claim entitles the Holder of such Claim will remain unaltered, or (ii) if such Allowed Priority Tax Claim is due and payable on or before the Effective Date, the Holder of such Allowed Priority Tax Claim shall receive, payment in Cash in an amount sufficient to render such Allowed Priority Tax Claim Unimpaired under Bankruptcy Code section 1124, on the later of (x) the Effective Date (or as soon as is reasonably practical thereafter) or (y) the first Distribution Date after such Priority Tax Claim becomes an Allowed Priority Tax Claim. For avoidance of doubt, if a Priority Tax Claim is not due and payable before the Effective Date, the Holder of such Priority Tax Claim may be paid in the ordinary course of business consistent with past practices.

*(ii) Full Settlement*

As more specifically set forth in, and without in any way limiting, Section IX.A of this Plan, the distributions provided for in and when paid pursuant to this Section II.B are in full settlement, release and discharge of all Priority Tax Claims.

**III.****CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS****A. General Rules of Classification**

Pursuant to Bankruptcy Code sections 1122 and 1123(a), set forth below is a designation of Classes of Claims against and Equity Interests in the Debtors. Administrative Expense and Priority Tax Claims of the kinds specified in Bankruptcy Code sections 507(a)(2) and 507(a)(8) (set forth in Article II above) have not been classified and are excluded from the following classes in accordance with Bankruptcy Code section 1123(a)(1). A Claim or Equity Interest is placed in a particular Class only to the extent that the Claim or Equity Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes. A Claim or Equity Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is Allowed in that Class and such Claim or Equity Interest has not been paid, released, or otherwise settled prior to the Effective Date.

**B. Summary of Classification**

This Plan constitutes a separate sub-plan for each of the ten Debtors, each of which shall include the classifications set forth below. Except for the Claims and Administrative Expenses addressed in Article II above, all

Claims and Interests against a particular Debtor are placed in classes for each of the Debtors (as designated by subclasses a through j for each of the ten Debtors).<sup>3</sup> To the extent that there are no Allowed Claims or Equity Interests in a Class with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor.

The following chart represents the general classification of Claims and Equity Interests against the Debtors pursuant to the Plan:

<b>Class</b>	<b>Claims</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1	Other Priority Claims	Unimpaired	No (presumed to accept)
Class 2	Other Secured Claims	Unimpaired	No (presumed to accept)
Class 3	Credit Facility Claims	Unimpaired	No (presumed to accept)
Class 4	Note Claims	Impaired	Yes
Class 5	Unsecured Claims	Unimpaired	No (presumed to accept)
Class 6	Intercompany Claims	Unimpaired	No (presumed to accept)
Class 7	Senior Preferred Equity Interests	Impaired	Yes
Class 8	Junior Preferred Equity Interests	Impaired	No (presumed to reject)
Class 9a	GOK Other Equity Interests	Impaired	No (presumed to reject)
Class 9b-9j	Subsidiary Debtor Other Equity Interests	Unimpaired	No (presumed to accept)

### **C. Treatment of Claims and Equity Interests**

(i) *Class 1 – Other Priority Claims (Subclasses 1a-1j)*

(a) *Classification:* Class 1 consists of Other Priority Claims against each Debtor.

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<sup>3</sup> Specifically, such subclasses represent Claims against and Equity Interests in the Debtors as follows: GOK (subclass a), GOK Holdings (subclass b), GOK Services (subclass c), GOK Processing (subclass d), GOK Acquisition (subclass e), GOK USA (subclass f), GOK Intl Holdings (subclass g), GOK Management (subclass h), GOK International (subclass i), and AST (subclass j).

- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall, at the option of the Debtors and acceptable to the Majority Noteholders, be paid: (i) in Cash in an amount sufficient to render such Other Priority Claim unimpaired under Bankruptcy Code section 1124 on the later of (x) the Effective Date (or as soon as is reasonably practicable thereafter), or (y) the first Distribution Date after such Other Priority Claim becomes an Allowed Other Priority Claim, or (ii) on such other terms and conditions as may be agreed between the Holder of such Allowed Other Priority Claim and the Debtors and acceptable to the Majority Noteholders, provided, however, that Allowed Other Priority Claims representing obligations incurred in the ordinary course will be paid in full by the Debtors or Reorganized Debtors consistent with past practice.
  - (c) *Voting:* Class 1 is Unimpaired and the Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan.
  - (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(i) to Holders of Other Priority Claims (when distributed to Holders of Other Priority Claims in accordance with the Plan) are in full settlement and release of each Holder's Other Priority Claim. Subclasses 1a through 1j are Unimpaired.
- (ii) *Class 2 – Other Secured Claims (Subclasses 2a-2j)*
  - (a) *Classification:* Class 2 consists of Other Secured Claims.
  - (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Other Secured Claim, at the option of the Debtors and acceptable to the Majority Noteholders, on the Effective Date, (i) be paid in Cash in full on the earlier of (x) the Effective Date (or as soon as is reasonably practicable thereafter), or (y) the first Distribution Date after such Other Secured Claim becomes an Allowed Other Secured Claim; (ii) be paid in Cash on such other terms and conditions as may be agreed between the Holder of such Allowed Other Secured Claim and the Debtors (with the consent of the Majority Noteholders); (iii) the legal, equitable and contractual rights to which the Other Secured Claim entitles the Holder of such Claim will remain unaltered, and the Holder of such Claim shall retain any Liens and/or security interests securing such Claim, or (iv) the Debtors will provide other treatment that will render such Other Secured Claim Unimpaired under Bankruptcy Code section 1124.
  - (c) *Voting:* Class 2 is Unimpaired and the Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan.

- (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(ii) to Holders of Other Secured Claims (when distributed to Holders of Other Secured Claims in accordance with the Plan) are in full settlement and release of each Holder's Other Secured Claims. Subclasses 2a through 2j are Unimpaired. For the avoidance of doubt, to the extent that applicable distribution includes the continued existence of the legal, equitable, and contractual rights of a Holder of an Allowed Other Secured Claim, the foregoing continued rights shall not be released.
- (iii) *Class 3 – Credit Facility Claims (Subclasses 3a-3j)*
- (a) *Classification:* Class 3 consists of the Credit Facility Claims.
  - (b) *Treatment:* To the extent not satisfied prior to the Effective Date, and except to the extent that the Debtors, with the consent of the Majority Noteholders, and a Holder of an Allowed Credit Facility Claim otherwise agree, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Credit Facility Claim, each Holder of an Allowed Credit Facility Claim shall be paid in Cash on the Effective Date (or as soon as is reasonably practicable thereafter) in an amount equal to such Credit Facility Claim, including all interest that may have accrued on account of such Allowed Credit Facility Claim as determined by the Bankruptcy Court.
  - (c) *Voting:* Class 3 is Unimpaired and the Holders of Credit Facility Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Credit Facility Claims are not entitled to vote to accept or reject the Plan.
  - (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(iii) to Holders of Credit Facility Claims (when distributed to Holders of Credit Facility Claims in accordance with the Plan) are in full settlement and release of each Holder's Credit Facility Claim. Subclasses 3a through 3j are Unimpaired.
- (iv) *Class 4 – Note Claims (Subclasses 4a-4j)*
- (a) *Classification:* Class 4 consists of the Note Claims and the Notes Trustee Fee Claim.
  - (b) *Treatment:* The Note Claims are Allowed. Except to the extent that the Debtors, with the consent of the Majority Noteholders, and a Holder of an Allowed Note Claim agrees to less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Note Claim, on the Effective Date, the Class 4 Distribution shall be issued and distribution of the Class 4 Distribution shall commence such that each Holder of an Allowed Note Claim shall receive its *Pro Rata* share of the Class 4 Distribution on the Effective Date (or as soon as is reasonably practicable thereafter). The Notes Trustee Fee Claim shall be paid in Cash in full on the Effective Date.
  - (c) *Voting:* Class 4 is Impaired by the Plan. Therefore, Holders of Note Claims are entitled to vote to accept or reject the Plan.

- (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(iv) to Holders of Note Claims (when distributed to Holders of Note Claims in accordance with the Plan) are in full settlement and release of each Holder's Note Claim and all other Claims against any and all of the Debtors, if any, of such Holder directly or indirectly related to or arising out of the transactions, agreements or instruments upon which such Notes Claim was based. Subclasses 4a through 4j are Impaired.
- (v) *Class 5 – Unsecured Claims (Subclasses 5a-5j)*
  - (a) *Classification:* Class 5 consists of Unsecured Claims.
  - (b) *Treatment:* Except to the extent that a Holder of an Allowed Unsecured Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Unsecured Claim, (i) the legal, equitable and contractual rights to which the Allowed Unsecured Claim entitles the Holder of such Claim will remain unaltered, or (ii) if such Allowed Unsecured Claim is due and payable on or before the Effective Date, the Holder of such Allowed Unsecured Claim shall receive, payment in Cash in an amount sufficient to render such Allowed Unsecured Claim Unimpaired under Bankruptcy Code section 1124, on the later of (x) the Effective Date (or as soon as is reasonably practical thereafter) or (y) the first Distribution Date after such Unsecured Claim becomes an Allowed Unsecured Claim. For avoidance of doubt, if an Unsecured Claim is not due and payable before the Effective Date, the Holder of such Unsecured Claim may be paid in the ordinary course of business consistent with past practices.
  - (c) *Voting:* Class 5 is Unimpaired by the Plan. Therefore, Holders of Unsecured Claims in this Class are not entitled to vote to accept or reject the Plan.
  - (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(v) to Holders of Unsecured Claims (when distributed to Holders of Unsecured Claims in accordance with the Plan) are in full settlement and release of each Holder's Unsecured Claim. Subclasses 5a through 5j are Unimpaired. For the avoidance of doubt, to the extent that applicable distribution includes the continued existence of the legal, equitable, and contractual rights of a Holder of an Allowed Unsecured Claim, the foregoing continued rights shall not be released.
- (vi) *Class 6 – Intercompany Claims (Subclasses 6a-6j)*
  - (a) *Classification:* Class 6 consists of Intercompany Claims between and among the Debtors.
  - (b) *Treatment:* Except to the extent that a Holder of an Allowed Intercompany Claim agrees to a less favorable treatment acceptable to the Majority Noteholders, in full satisfaction, settlement, release, and discharge of, and exchange for such Allowed Intercompany Claim, on the Effective Date the legal, equitable and contractual rights to which the Intercompany Claim entitles the Holder of such Claim will remain unaltered and treated in the ordinary course of business.
  - (c) *Voting:* Class 6 is Unimpaired, and the Holders of Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

- (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(vi) to Holders of Intercompany Claims (when distributed to Holders of Intercompany Claims in accordance with the Plan) are in full settlement and release of each Holder's Intercompany Claims. Subclasses 6a through 6j are Unimpaired. For the avoidance of doubt, to the extent that applicable distribution includes the continued existence of the legal, equitable, and contractual rights of a Holder of an Allowed Intercompany Claim, the foregoing continued rights shall not be released.

(vii) *Class 7 – Senior Preferred Equity Interests*

- (a) *Classification:* Class 7 consists of Senior Preferred Equity Interests in GOK.
- (b) *Treatment:* Except to the extent that the Debtors, with the consent of the Majority Noteholders, and a Holder of an Allowed Senior Preferred Equity Interest in Class 7 agrees to less favorable treatment, in full satisfaction, settlement, release, and discharge of, any in exchange for such Allowed Senior Preferred Equity Interest, on the Effective Date (or as soon as is reasonably practicable thereafter) each Holder of an Allowed Senior Preferred Equity Interest shall receive its *Pro Rata* share of the Class 7 Distribution.
- (c) *Voting:* Class 7 is Impaired by the Plan. Therefore, Holders of Senior Preferred Equity Interests in Class 7 are entitled to vote to accept or reject the Plan.
- (d) *Full Settlement:* As more specifically set forth in, and without in any way limiting Section IX.A of this Plan, the distributions provided in this Section III.C(vii) to Holders of Senior Preferred Equity Interests (when distributed to Holders of the Senior Preferred Equity Interests in accordance with the Plan) are in full settlement and release of each Holder's Senior Preferred Equity Interest and all other Claims against any and all of the Debtors, if any, of such Holder directly or indirectly related to or arising out of the transactions, agreements or instruments upon which such Senior Preferred Equity Interest was based.

(viii) *Class 8 – Junior Preferred Equity Interests*

- (a) *Classification:* Class 8 consists of Junior Preferred Equity Interests in GOK.
- (b) *Treatment:* On the Effective Date, all Junior Preferred Equity Interests in Class 8 shall be deemed cancelled and extinguished, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to the Holders of Junior Preferred Equity Interests in Class 8.
- (c) *Voting:* Class 8 is Impaired by the Plan and the Holders of Junior Preferred Equity Interests in Class 8 are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Junior Preferred Equity Interests in Class 8 are not entitled to vote to accept or reject the Plan.

(ix) *Class 9a – Other Equity Interests*

- (a) *Classification:* Class 9a consists of Other Equity Interests in GOK.

- (b) *Treatment:* On the Effective Date, all Other Equity Interests in Class 9a shall be deemed cancelled and extinguished, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to the Holders of Other Equity Interests in Class 9a.
  - (c) *Voting:* Class 9a is Impaired and the Holders of Other Equity Interests in Class 9a are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Other Equity Interests in Class 9 are not entitled to vote to accept or reject the Plan.
- (x) *Classes 9b-9j – Subsidiary Debtor Other Equity Interests*
- (a) *Classification:* Classes 9b-9j consists of the Other Equity Interests in the Subsidiary Debtors.
  - (b) *Treatment:* On the Effective Date, the legal, equitable and contractual rights to which the Subsidiary Debtor Other Equity Interests entitles the Holder of such Interest will remain unaltered.
  - (c) *Voting:* Classes 9b-9j are Unimpaired and the Holders of Other Equity Interests in Classes 9b-9j are conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, Holders of Other Equity Interests in Classes 9b-9j are not entitled to vote to accept or reject the Plan.

#### IV. ACCEPTANCE REQUIREMENTS

##### A. Acceptance or Rejection of the Plan

(i) *Voting Classes*

Classes 4 and 7 are Impaired and are receiving property under the Plan. Therefore, such Classes are entitled to vote to accept or reject the Plan.

(ii) *Presumed Acceptance of the Plan*

Classes 1, 2, 3, 5, 6 and 9b-9j are Unimpaired under the Plan and are therefore conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f).

(iii) *Presumed Rejection of the Plan*

Classes 8 and 9a are Impaired and are not receiving any property under the Plan. Therefore, such Classes are conclusively presumed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g).

##### B. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b)

Bankruptcy Code section 1129(a)(10) shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims for each Debtor. The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting Class of Claims or Equity Interests. The Debtors reserve the right to modify the Plan with the consent of the Majority Noteholders in accordance with Section XI.A hereof to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.



## V.

**MEANS FOR IMPLEMENTATION OF THE PLAN****A. No Substantive Consolidation**

The Chapter 11 Cases have been consolidated for procedural purposes only. On the Effective Date, the Debtors' Estates shall not be deemed to be substantively consolidated. Except as specifically set forth herein, nothing in this Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one of the Debtors is subject to or liable for any claim against any other Debtor. Additionally, claimants holding Claims against multiple Debtors, to the extent Allowed in each Debtor's Chapter 11 Case, will be treated as a separate Claim against each Debtor's Estate; provided, however, that no Holder shall be entitled to receive more than payment in full of its Allowed Claim (plus post-petition interest, if and to the extent provided in this Plan), and such Claims will be administered and treated in the manner provided in this Plan. In the event that any sub-plan cannot be confirmed, the sub-plans of the other Debtors may be confirmed and those Debtors will be permitted to emerge from chapter 11 protection, and the Debtors reserve the right (subject to the consent of the Majority Noteholders) to sever the Chapter 11 Case of any such Debtor from the remaining Chapter 11 Cases covered by the Plan and convert the Chapter 11 Case of such Debtor to a case under chapter 7 of the Bankruptcy Code without otherwise impacting this Plan, the order approving the Disclosure Statement, the application of the Plan to the remaining Debtors and any order related to the Plan, in respect of the remaining Debtors. For the avoidance of doubt, nothing set forth in this paragraph shall in any way affect the treatment of or distributions to Holders of DIP Lender Claims, DIP Financing Fees and Expenses, DIP Agent Fees and Note Claims.

**B. Exit Facility**

On the Effective Date, the Reorganized Debtors shall be authorized to enter into the Exit Facility Agreement. The Confirmation Order shall be deemed approval of the Exit Facility (including the transactions contemplated thereby, such as any supplementation or additional syndication of the Exit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein) and authorization for the Reorganized Debtors to enter into and execute the Exit Facility Agreement, and such other Exit Facility Documents as the Exit Facility Lenders may reasonably require, subject to such modifications as the Reorganized Debtors may deem to be reasonably necessary to consummate the Exit Facility. The Reorganized Debtors may use the Exit Facility for any purpose permitted thereunder, including the funding of obligations under the Plan and satisfaction of ongoing working capital needs.

Upon the date the Exit Facility Agreement becomes effective: (i) the Debtors and the Reorganized Debtors are authorized to execute and deliver the Exit Facility Documents and perform their obligations thereunder, including, without limitation, the payment or reimbursement of any fees, expenses, losses, damages, or indemnities, (ii) the Exit Facility Documents shall constitute the legal, valid, and binding obligations of the Reorganized Debtors that are parties thereto, enforceable in accordance with their respective terms and (iii) no obligation, payment, transfer, or grant of security under the Exit Facility Documents shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff, or counterclaim. The Debtors and the Reorganized Debtors, as applicable, and the other persons granting any Liens and security interests to secure the obligations under the Exit Facility Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such Liens and security interests under the provisions of any applicable federal, state, provincial, or other law (whether domestic or foreign) (it being understood that perfection shall occur automatically by virtue of the occurrence of the Effective Date, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.



**C. Sources of Consideration for Plan Distributions***(i) Cash Consideration*

All Cash consideration necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments or distributions pursuant hereto shall be obtained from Cash on hand, including Cash derived from business operations, and the Exit Facility proceeds.

**D. Issuance of New Securities***(i) Issuance of New Common Stock*

The issuance and distribution of the New Common Stock by Reorganized GOK to the Holders of Allowed Note Claims and DIP Lender Claims and pursuant to the Management Incentive Plan is authorized and directed without the need for any further corporate action and without any further action by any Holder of any Claim or Equity Interest under applicable law, regulation order, rule or otherwise. The New Common Stock shall be authorized under the New Certificate of Incorporation of Reorganized GOK. On the Effective Date or as soon as reasonably practicable thereafter, Reorganized GOK shall issue the New Common Stock to the Holders of Note Claims and DIP Lender Claims in accordance with the terms of the Plan.

All New Common Stock distributed under the Plan will be issued in book-entry form, and The Depository Trust Company ("DTC") or its nominee will be the holder of record of such New Common Stock. One or more global stock certificates representing the New Common Stock will be registered with a transfer agent for the New Common Stock, in the name of, and will be deposited with, DTC or its nominee. If DTC is unwilling or unable to act or continue to act as depository for the New Common Stock, the Reorganized GOK will either exchange the New Common Stock represented in book-entry form by global stock certificates for registered stock certificates, record ownership of the New Common Stock through a direct registration system, or use such other commercially reasonable method to record ownership of the New Common Stock. The Debtors are authorized to retain such entities or Professionals as are necessary for the New Common Stock to be maintained in book-entry form with the DTC and/or effectuate the depositing of the New Common Stock with DTC.

*(ii) New Shareholders Agreement*

The Holders of the New Common Stock shall be parties to the New Shareholders Agreement. As of the Effective Date, and as a condition of receiving any distribution of New Common Stock, Holders of Allowed Note Claims and DIP Lender Claims that receive New Common Stock shall be bound by the New Shareholders Agreement.

**E. Section 1145 Exemption**

Bankruptcy Code section 1145 shall be applicable to the issuance of New Common Stock issued pursuant to this Plan. To the maximum extent permitted by Bankruptcy Code section 1145 and applicable non-bankruptcy law, the New Common Stock issued pursuant to this Plan and its transfer will be exempt from registration under the Securities Act and all rules and regulations promulgated thereunder, and any and all applicable state and local laws, rules, and regulations. In addition, under Bankruptcy Code section 1145, the New Common Stock contemplated by the Plan and any and all agreements incorporated therein will be freely tradable in the United States of America by the recipients thereof, subject to: (1) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Securities Act section 2(a)(11); (2) compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of the New Common Stock; (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in Section V.D hereof, the New Shareholders Agreement, and the New Certificate of Incorporation; and (4) applicable regulatory approval, if necessary.

**F. Cancellation of Securities and Agreements**

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under any 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 Equity 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, if any), shall be cancelled, terminated and of no further force or effect, without further act or action, and as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder, 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 or assumed pursuant to the Plan, if any) shall be released and discharged.

In addition, on the Effective Date, the DIP Facility, the Credit Facility, the Notes, the Preferred Equity Interests and the Other Equity Interests in GOK, as well as any and all securities, instruments and agreements, relating to the DIP Loan Agreement, Credit Facility and/or the Notes Indenture, and the liens, pledges and security interests created thereunder or relating thereto, including the Collateral Trust Agreement, shall be cancelled, terminated and of no further force or effect, without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the parties, as applicable, under the agreements, indentures, instruments and certificates of designation governing such Claims or interests shall be discharged; provided, however, that the Credit Facility Agent and the Notes Indenture Trustee each shall act as disbursing agent for, and shall make the distributions on account of, the Credit Facility Claims and Notes Claims, respectively, pursuant to Section VII.D of this Plan. Without limiting the cancellation, termination and discharge on the Effective Date of the DIP Facility, the Credit Facility, the Notes, the Preferred Equity Interests and the Other Equity Interests in GOK, as well as any and all securities, instruments or agreements relating to the DIP Loan Agreement, Credit Facility and/or the Notes Indenture and the liens, pledges and security interests created thereunder or relating thereto, including the Collateral Trust Agreement, in connection with its role as disbursing agent on account of the Notes, the Notes Indenture Trustee shall nonetheless continue to have the equivalent of the rights and protections and other benefits it had under the Notes Indenture vis-à-vis the Noteholders, including a lien on the distributions on account of Notes Claims consistent with and having the same effect as the Notes Indenture Trustee's lien rights under Section 7.07 of the Indenture with respect to any distributions on account of the Notes, and a right to indemnification, contribution, or other claim equivalent to such right it otherwise had under the Notes Indenture, subject to any and all defenses any party may have under the Plan or applicable law to any such asserted rights or claims. All subordination provisions in the Credit Facility, Notes Indenture and the Collateral Trust Agreement are compromised and settled by the Plan and neither the Credit Facility Agent nor the Credit Facility Lenders shall have any claim to any Class 4 Distribution under the Plan by reason of any such subordination provisions.

Notwithstanding anything herein to the contrary, on or after the Effective Date, the global note representing the Notes shall be surrendered and cancelled by the Notes Indenture Trustee in accordance with the Indenture.

**G. Listing of the New Common Stock and Transfer Restrictions**

On the Effective Date, the Reorganized Debtors shall be private, non-reporting companies, and the New Common Stock shall not be registered or listed on any national securities exchange. The Reorganized Debtors shall not be obligated to list the New Common Stock on a national securities exchange. The New Common Stock may be subject to certain transfer and other restrictions pursuant to, among other things, the New Shareholders Agreement and the New Certificate of Incorporation.

**H. Corporate Existence**

Subject to any Restructuring Transaction and except as otherwise provided herein or in the New Corporate Governance Documents or elsewhere in the Plan Supplement, each Debtor, as Reorganized, shall continue to exist

after the Effective Date as a separate corporate entity, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed. The New Corporate Governance Documents shall be substantially in the form filed with the Plan Supplement.

**I. New Certificate of Incorporation and New By-laws**

On or immediately before the Effective Date, each of the Reorganized Debtors will file their respective New Certificates of Incorporation with the applicable Secretaries of State and/or other applicable authorities in their respective states of incorporation in accordance with the corporate laws of the respective states of incorporation. Pursuant to Bankruptcy Code section 1123(a)(6), the New Certificates of Incorporation with respect to each Reorganized Debtor that is a corporation will prohibit the issuance of nonvoting equity securities. After the Effective Date, each of the Reorganized Debtors may amend and restate their respective New Certificates of Incorporation and New By-laws and other constituent documents as permitted by the laws of their respective states of incorporation, their respective New Certificates of Incorporation, and New By-laws and, in the case of Reorganized GOK, the New Stockholders Agreement.

**J. Directors and Officers of the Reorganized Debtors**

The composition of the New Board of Directors of Reorganized GOK will be identified in the Plan Supplement. On the Effective Date, the term of the current board of directors of the Debtors shall expire and the operation of the Reorganized Debtors shall become the responsibility of the New Board. Each director on the New Board shall serve from and after the Effective Date pursuant to the terms of the respective New Certificate of Incorporation and New By-laws of the Reorganized Debtor. Officers of the Reorganized GOK, as selected by the Majority Noteholders, shall be identified in the Plan Supplement. Such officers shall serve in accordance with applicable non-bankruptcy law and, to the extent applicable, the New Employment Agreements.

The existing officers and directors of the Subsidiary Debtors shall initially serve in their respective capacities as officers and directors of the Reorganized Debtors unless otherwise provided in the Plan Supplement.

**K. Management Incentive Plan**

On and after the Effective Date, the New Board of GOK shall be authorized to adopt the Management Incentive Plan. The grants and specific identities of recipients, amounts and timing of grants and other terms and conditions will be determined by the New Board of GOK. The Management Incentive Plan shall supersede any other equity-based incentive plan, and any other such incentive plan shall terminate on the Effective Date.

**L. Employee Benefits**

Except as otherwise provided herein, on and after the Effective Date, the Reorganized Debtors may: (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans for, among other things, compensation (other than equity based compensation related to Equity Interests), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity at any time, and (2) honor, in the ordinary course of business, Claims of employees that were employed as of the Effective Date for accrued vacation time arising before the Petition Date; provided, however, that the Debtors' or Reorganized Debtors' performance under any employment agreement will not entitle any person to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. Nothing herein 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; provided, further, however, that, to the extent that the Debtors enter New Employment Agreements, the terms of such New Employment Agreements shall govern the Debtors' responsibilities with respect to the employees entering such agreements. Notwithstanding anything herein to the contrary, the New Employment Agreements to be entered into on the Effective Date shall

amend and supersede any other employment agreements and severance plans with or for the benefit of the applicable officer.

Notwithstanding the foregoing, the change of control provisions (including without limitation any right of such a participant to terminate employment for “good reason” and any Company funding obligation) shall not be triggered under any employment agreement, severance plan or agreement, benefit plan, or deferred compensation plan, in each case solely as a result of (x) the Debtors’ emergence from chapter 11 of the Bankruptcy Code as contemplated by this Plan, (y) the execution and delivery of the Plan Support Agreement or (z) the consummation of the transactions provided in the Plan Support Agreement and/or this Plan (or otherwise contemplated by the Plan Support Agreement and/or this Plan to occur prior to or on or about the Effective Date).

On and after the Effective Date, pursuant to Bankruptcy Code section 1129(a)(13), the Reorganized Debtors shall pay all retiree benefits of the Debtors (within the meaning of Bankruptcy Code section 1114), if any, at the level established in accordance with Bankruptcy Code section 1114, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors are obligated to provide such benefits.

#### **M. Vesting of Assets in the Reorganized Debtors**

Except as otherwise provided in the Plan, on the Effective Date, any and all property in each Estate shall pass to and vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, granted to secure the Exit Facility). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

#### **N. Restructuring Transactions**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, as applicable, may enter into the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect a restructuring of their respective businesses or the corporate or organizational structure, form or identity of any of the Reorganized Debtors or the overall corporate or organizational structure of the Reorganized Debtors and to implement the provisions of this Plan. The Restructuring Transactions may include one or more mergers, consolidations, restructurings, conversions, dissolutions, transfers, or liquidations. The actions to effect the Restructuring Transactions may include: (1) the execution and delivery of 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 applicable 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 or amendments thereof, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable state law, and (4) 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 in connection with the Restructuring Transactions. In the event that a Restructuring Transaction is a merger transaction, upon the consummation of such Restructuring Transaction, each party to such merger shall cease to exist as a separate corporate entity, and thereafter, the surviving Reorganized Debtor shall assume and perform the obligations of each Reorganized Debtor party to such merger under the Plan. In the event a Reorganized Debtor is liquidated, the Reorganized Debtors (or the Reorganized Debtor that owned the stock in such liquidating Reorganized Debtor prior to such liquidation) shall assume and perform the obligations of such liquidating Reorganized Debtor. Implementation of the Restructuring Transactions shall not affect the distributions under the Plan.

#### **O. Corporate Action**

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and directed in all respects, including: (1) selection of the directors and officers of the Reorganized Debtors, (2) the

distribution of the New Common Stock as provided herein, (3) the execution and entry into the Exit Facility Agreement and Exit Facility Documents, and (4) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court. All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have timely occurred and shall be in effect and shall be authorized and approved in all respects, without any requirement of further action by the security Holders, directors, or officers of the Debtors or the Reorganized Debtors or otherwise.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, securities, certificates of incorporation, operating agreements, 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 the Reorganized Debtors, including the New Common Stock, the Exit Facility Agreement, and any and all agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section V.O shall be effective notwithstanding any requirements under nonbankruptcy law.

**P. Effectuating Documents; Further Transactions**

On and after the Effective Date, the Reorganized Debtors and the managers, officers, and members of the boards of directors 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 Exit Facility Agreement, the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

**Q. General Settlement of Claims and Equity Interests**

Subject to Article III, all distributions made to Holders of Allowed Claims and Equity Interests in any Class are intended to be and shall be final and indefeasible.

**R. Section 1146 Exemption from Certain Taxes and Fees**

Pursuant to Bankruptcy Code section 1146(a), no issuance, transfer, or exchange of any security, transfer of any property, or making, delivery, filing or recording of any instrument of transfer, in each case in contemplation of, in connection with or pursuant to the Plan (including, for this purpose, in connection with the New Corporate Governance Documents, the Exit Facility Agreement, and the other documents relating to the transactions described in this Article V shall be subject to any recording tax, stamp tax, transfer tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to: (1) the creation of any mortgage, deed of trust, Lien, or other security interest, including without limitation under the Exit Facility (2) the making or assignment of any lease or sublease, (3) any Restructuring Transaction authorized by Section V.N hereof, or (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements, (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution, (c) deeds, or (d) assignments executed in connection with any transaction occurring under the Plan.

**S. D&O Liability Insurance Policies and Indemnification Provisions**

Notwithstanding anything herein to the contrary, as of the Effective Date, the D&O Liability Insurance Policies and indemnification obligations in place as of or after the Petition Date (in the case of indemnification obligations, to the extent provided in the Debtors' constituent documents or by a written agreement or board resolutions) owed to directors, officers, and employees of the Debtors (or the estates of any of the foregoing) in their



capacity as directors, officers, or employees of the Debtors or as otherwise provided in the D&O Liability Insurance Policies, who served or were employed by the Debtors as of or after the Petition Date, excluding claims resulting from gross negligence, willful misconduct, breach of fiduciary duty, or intentional tort, shall be deemed to be, and shall be treated as though they are, executory contracts and the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue such D&O Liability Insurance Policies or indemnification obligations in full force) all of such D&O Liability Insurance Policies and indemnification obligations pursuant to Bankruptcy Code section 365(a). Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each such D&O Liability Insurance Policy and indemnification obligations.

Notwithstanding anything to the contrary contained in this Plan, subject to the occurrence of the Effective Date, the Reorganized Debtors shall honor the Debtors' obligations to indemnify their directors, officers, employees and representatives serving in such capacity on or after the Petition Date pursuant to their respective certificates of incorporation, by-laws, other constituent documents, contractual obligations, board resolutions, or any applicable laws in respect of all past, present and future actions, suits and proceedings against any of such directors, officers, agents, employees and representatives serving in such capacity on or after the Petition Date based upon any act or omission that occurred while such director, officer, agent, employee or representative was employed by or provided services to the Debtors or a non-Debtor subsidiary, and that was related to service with, for, or on behalf of the Debtors or such non-Debtor subsidiary.

#### **T. Preservation of Rights and Causes of Action**

In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released pursuant to this Plan (including, for the avoidance of doubt, pursuant to the releases by the Debtors provided by Section IX.A hereof), the Reorganized Debtors shall retain and may enforce all rights to and all rights to commence and pursue, as appropriate, any and all Causes of Action, including Causes of Action under chapter 5 of the Bankruptcy Code or under similar state laws, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date; provided, however, that all Claims and Causes of Action against the DIP Agent, the DIP Lenders, the Collateral Trustee, the Notes Indenture Trustee or the Consenting Noteholders with respect to, in connection with, related to or arising from the DIP Facility or the Notes have been and hereby are irrevocably released and waived and are therefore not retained by any Party. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Unless any Causes of Action against any Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, 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 retained Causes of Action upon, after or as a consequence of the Confirmation or consummation of the Plan.

#### **U. Compromise of Controversies**

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution, and other benefits provided under the Plan, unless otherwise provided in the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, disputes regarding the value of the Reorganized Debtors and disputes regarding the value of the New Common Stock, and any and all claims of subordination between the Credit Facility and the Notes. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their estates, creditors, and other parties in interest, and are fair, equitable, and within the range of reasonableness.

**VI.****TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES****A. Assumption and Rejection of Executory Contracts and Unexpired Leases**

Except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, each of the Debtors' executory contracts and unexpired leases shall be deemed assumed as of the Effective Date, unless such executory contract or unexpired lease: (1) was assumed or rejected previously by the Debtors, (2) expired or terminated pursuant to its own terms before the Effective Date, (3) is the subject of a motion to reject filed on or before, and pending on, the Effective Date, or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. The Debtors reserve all rights to amend or otherwise supplement the Rejected Executory Contract and Unexpired Lease List through the Effective Date, subject to the consent of the Majority Noteholders.

Entry of the Confirmation Order shall constitute approval of the assumptions, rejections, and, to the extent applicable, the assumptions and assignments of such executory contracts or unexpired leases as set forth in the Plan, all pursuant to Bankruptcy Code sections 365(a) and 1123. The Confirmation Order shall constitute an order of the Bankruptcy Court: (i) approving the assumption, assumption and assignment or rejection, as the case may be, of executory contracts and unexpired leases, as described above, pursuant to Bankruptcy Code sections 365(a) and 1123(b)(2), (ii) providing that the Reorganized Debtors had properly provided for the cure of any defaults that might have existed, (iii) providing that each assumption, assignment, or rejection, as the case may be, was in the best interest of the Reorganized Debtors, their Estates, and all parties in interest in the Chapter 11 Cases, and (iv) providing that the requirements for assumption or assignment and assignment of any executory contract or unexpired lease to be assumed had been satisfied. Unless otherwise indicated, all assumptions or rejections of executory contracts and unexpired leases pursuant to the Plan are effective as of the Effective Date. Each executory contract or unexpired lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or such order. Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time before the Effective Date. After the Effective Date, the Reorganized Debtors shall have the right to terminate, amend, or modify any intercompany contracts, leases or other agreements without approval of the Bankruptcy Court.

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

Any monetary defaults under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to Bankruptcy Code section 365(b)(1), by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree.

The Reorganized Debtors shall cure any monetary defaults under any executory contract and unexpired lease to be assumed pursuant to the Plan by paying to the non-Debtor counterparty the full amount of any monetary default in Cash in the ordinary course of business, provided that such payment shall in no event be made later than thirty (30) days after the Effective Date. Accordingly, no party to an assumed executory contract or unexpired lease need file any Cure Claim, and the Debtors need not file any lists of any proposed Cure Claims, with the Bankruptcy Court. Notwithstanding the foregoing, the Reorganized Debtors and counterparties to assumed executory contracts and unexpired leases reserve all their rights in the event of a dispute over the amount of a Cure Claim. If there is any such dispute that cannot be resolved consensually, then either party may file with the Bankruptcy Court a request for allowance and payment of such Cure Claim, which such request must be filed within seventy-five (75) days from the Effective Date. Moreover, the Reorganized Debtors shall be authorized to reject any executory contract or unexpired lease to the extent the Reorganized Debtors, in the exercise of their sound business judgment, conclude that the amount of the Cure Claim as determined by the Bankruptcy Court, renders assumption of such executory contract or unexpired lease unfavorable to the Reorganized Debtors.

Except as otherwise provided in the Confirmation Order, the only adequate assurance of future performance shall be the promise of the applicable Reorganized Debtor to perform all obligations under any executory contract or unexpired lease under this Plan. The Debtors reserve the right (with the consent of the Majority Noteholders) to file a motion on or before the Confirmation Date to assume or reject any executory contract and unexpired lease.

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 effective date of the assumption. Any Proof of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged upon satisfaction of the Cure Claim in accordance with the procedures described above, without further notice to or action, order or approval of the Bankruptcy Court.

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

All Proofs of Claim with respect to Claims arising from the rejection of executory contracts and unexpired leases, if any, must be filed with the Bankruptcy Court on or prior to the later of: (i) 30 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (ii) the Bar Date, and (iii) 45 days after the date that an executory contract or unexpired lease is added to the Rejected Executory Contract and Unexpired Lease List after the Effective Date following the resolution of a pending dispute between one or more of the Debtors and a counterparty to an executory contract or unexpired lease regarding such counterparty's Cure Claim. Unless otherwise ordered by the Bankruptcy Court or otherwise provided herein, any Claims arising from the rejection of executory contracts and unexpired leases not filed with the Bankruptcy Court within such time will be automatically Disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court. All such Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in Article IX hereof. All Allowed Claims arising from the rejection of the Debtors' executory contracts and unexpired leases shall be classified as Class 5 Unsecured Claims, as applicable, against the applicable Debtor and shall be treated in accordance with Article III of the Plan. The deadline to object to Claims arising from the rejection of executory contracts and unexpired leases, if any, shall be the later of (a) 180 days following the date on which such Claim was filed, and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

### **D. Insurance Policies**

Notwithstanding anything herein or in the Confirmation Order to the contrary, as of the Effective Date, (i) the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the insurance policies in full force and satisfy the insured's obligations thereunder) each of their insurance policies in effect as of the Petition Date pursuant to Bankruptcy Code section 365, (ii) the Debtors and/or the Reorganized Debtors shall remain liable for all of the Debtors' obligations to the insurers under such insurance policies in accordance with such insurance policies, whether arising prior to, on or after the Petition Date, (iii) claims of the insurers arising under such insurance policies shall be paid in full in the ordinary course without the need or requirement for insurers to file proofs of claim and/or administrative claims, (iv) the terms or conditions of such insurance policies shall not be altered other than pursuant to their terms or by written agreement of the insurers and the Debtors and/or Reorganized Debtors and (v) the automatic stay or plan injunction, if and to the extent applicable, shall be lifted without further order of the Bankruptcy Court to permit insurers to handle, administer, defend, settle and/or pay all workers' compensation claims (or workers' compensation-like claims pending in foreign countries) covered under any insurance policies and the costs related thereto. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each such insurance policy.



**E. Reimbursement Agreements Concerning Professional Fees and Expenses**

On the Effective Date, the Company shall assume all of the agreements with the Consenting Noteholders that contain reimbursement obligations with respect to the Consenting Noteholders' professional fees and expenses including (a) that certain letter agreement dated November 15, 2012 among Fried, Frank, Harris, Shriver & Jacobson LLP, the Consenting Noteholders and GOK on behalf of itself and its direct and indirect subsidiaries and (b) that certain letter agreement among local counsel to the Consenting Noteholders, the Consenting Noteholders and GOK on behalf of itself and its direct and indirect subsidiaries, and all amounts owed under such agreements shall be Allowed and paid by the Debtors in full in Cash on the Effective Date without the necessity to file a proof of claim or file any application or receive any approval from the Bankruptcy Court.

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

Each executory contract or unexpired lease that is assumed or assumed and assigned shall include all modifications, amendments, supplements, restatements, or other agreements that, in any manner, affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan unless (i) any of the foregoing agreements has been rejected pursuant to a Final Order of the Bankruptcy Court or is otherwise rejected as a part of this Plan, or (ii) the non-Debtor party to such executory contract or unexpired lease has agreed otherwise.

Modifications, amendments, supplements, and restatements to executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed (unless otherwise agreed by the contract counterparty and the Debtors and approved by the Bankruptcy Court) to alter the pre-petition 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 Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors or the Reorganized Debtors that any such contract or lease is, in fact, an executory contract or unexpired lease or that any Debtor or 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 Reorganized Debtors, as applicable, shall have 15 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

**H. Contracts and Leases Entered into After the Petition 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 Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) will survive and remain unaffected by entry of the Confirmation Order, unless the parties thereto agree to any modifications, amendments, supplements, or restatements thereto.

**VII.  
PROVISIONS GOVERNING DISTRIBUTIONS**

**A. Record Date for Distributions**

As of the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests (with the exception of the Notes Claims) as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes made to reflect any new record Holders of any Claims

or Equity Interests. Neither the Debtors nor the Reorganized Debtors shall have any obligation to recognize any transfer of Claims or Equity Interests (with the exception of the Notes Claims) occurring on or after the Distribution Record Date.

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

Except as otherwise provided in the Plan, on the Initial Distribution Date (or if a Claim is not an Allowed Claim prior to the Initial Distribution Date, the date that is within fourteen (14) days after such Claim becomes Allowed), each Holder of an Allowed Claim against or Equity Interest in the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Equity Interests in the applicable Class and in the manner provided herein. 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 Section VII.F hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

**C. Fractional Distributions**

No fractions of New Common Stock shall be distributed. Cash shall not be distributed under the Plan in denominations of less than one cent (\$0.01). For purposes of distribution, fractions of New Common Stock shall be rounded down to the nearest whole number, and no Cash payments shall be made in connection with such rounding. The Disbursing Agent shall have no obligation to make any distribution of Cash that is less than \$25.00.

**D. Disbursing Agent**

Except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtors as Disbursing Agent or such other Entity designated by the Reorganized Debtors as a Disbursing Agent on the Effective Date, except as follows:

- all distributions on account of Credit Facility Claims will be made to the Credit Facility Agent, which will serve as the Reorganized Debtors' designee for purposes of making distributions under this Plan to Holders of Credit Facility Claims;
- all distributions on account of the DIP Claims will be made to the DIP Agent, which will serve as the Reorganized Debtors' designee for purposes of making distributions under this Plan to Holders of DIP Claims; and
- all distributions on account of the Notes will be made to the Notes Indenture Trustee, which will serve as the Reorganized Debtors' designee for purposes of making distributions under this Plan to Holders of Note Claims in accordance with the Indenture.<sup>4</sup>

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<sup>4</sup> For the avoidance of doubt, the release granted pursuant to this Plan shall not eliminate or release in any way the obligations of the Credit Facility Agent, the DIP Agent, or the Indenture Trustee to distribute distributions pursuant to this provision of the Plan.

**E. Rights and Powers of Disbursing Agent***(i) Powers of the Disbursing Agent*

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated hereby, (c) employ professionals to represent it with respect to its responsibilities, and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

*(ii) Expenses Incurred on or After the Effective Date*

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent in carrying out its obligations under this Article VII of the Plan on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorneys' fees and expenses) made by the Disbursing Agent related thereto shall be paid in Cash by the Reorganized Debtors in their reasonable discretion.

**F. Distributions to Holders of Disputed Claims**

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, as applicable, and the Holder of a Disputed Claim, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

**G. Delivery of Distributions and Undeliverable or Unclaimed Distributions***(i) Delivery of Distributions in General*

Except as otherwise provided in the Plan and subject to Bankruptcy Rule 3021, distributions to Holders of Allowed Claims and Allowed Equity Interests (with the exception of the Notes Claims) shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent: (a) 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), (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim, (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of a change of address, or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; provided, however, that unless the Debtor or Reorganized Debtor has expressly been directed, in writing, to mail distributions to counsel, the Disbursing Agent shall only mail distributions to counsel to a Holder of an Allowed Claim or Equity Interest in the event that no address was provided on a Proof of Claim or set forth in the Debtors' Schedules and the Disbursing Agent has no other current address for such Holder. Distributions under the Plan on account of Allowed Claims and Equity Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Equity Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. None of the Debtors, the Reorganized Debtors or the applicable Disbursing Agent shall incur any liability whatsoever on account of any distributions under the Plan, except for gross negligence, willful misconduct, or fraud. Notwithstanding anything else herein to the contrary, all distributions on account of the Notes will be delivered to the Notes Indenture Trustee.

*(ii) 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 Disbursing Agent has determined the then-current address of such Holder after reasonable efforts, at which time such distribution shall be made as soon as practicable after such distribution has become deliverable or has been claimed by such Holder without interest; provided, however, that such distributions

shall be deemed unclaimed property under Bankruptcy Code section 347(b) and forfeited at the expiration of six months from the applicable Distribution Date. After such date, all “unclaimed property” or interests in property shall revert to the Reorganized Debtors (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any Holder to such property or Equity Interest in property shall be discharged and forever barred.

#### **H. Cash Payments**

Cash payments made pursuant to this Plan will be in U.S. dollars. Cash payments to foreign Creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Cash payments made pursuant to this Plan may be made in the form of checks drawn on a domestic bank. Checks issued by the Reorganized Debtors pursuant to this Plan will be null and void if not cashed within 120 days of the date of the issuance thereof. Requests for reissuance of any check must be made directly to the Debtors or Reorganized Debtors, as the case may be.

#### **I. Hart-Scott-Rodino Compliance**

Any shares of New Common Stock to be distributed under the Plan to any Entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or to meet any similar requirements under applicable non-U.S. law, shall not be distributed until the notification and waiting periods applicable under such law to such entity shall have expired or been terminated.

#### **J. Withholding and Reporting Requirements**

In connection with the Plan and all instruments issued in connection therewith, the Disbursing Agent and the Reorganized Debtors shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each Holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on such Holder by any governmental unit, including income, withholding and other Tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such Holder has made arrangements satisfactory to such issuing or distributing party for payment of any such Tax obligations.

#### **K. Setoffs**

The Reorganized Debtors may (but will not be required to), pursuant to Bankruptcy Code section 553 or applicable non-bankruptcy law, exercise (i) the setoff rights, of the Debtors or the Reorganized Debtors, as the case may be, against any Allowed Claims and the distributions to be made pursuant to this Plan on account of such Allowed Claims, and (ii) Claims of any nature whatsoever that the Debtors or the Reorganized Debtors or their successors may hold (and could have asserted) against the Holder of such Claim; provided, however, that neither the failure to effect a setoff (or to utilize any other rights pursuant to Bankruptcy Code section 553) nor the allowance of any Claim hereunder will constitute a waiver or release of any such Claims or rights against such Holder, unless an order allowing such Claim otherwise so provides.

#### **L. Claims Paid or Payable by Third Parties**

##### *(i) Claims Paid by Third Parties*

The Debtors or the Reorganized Debtors, as applicable, shall reduce in part or in full a Claim to the extent that the Holder of such Claim receives payment in part or in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. 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 or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder’s total recovery on account of such Claim from the third party and under the Plan exceeds

the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in such Holder owing the applicable Reorganized Debtor annualized interest at the rate of 5.00% on such amount owed for each business day after the 14-day grace period specified above until the amount is repaid.

(ii) *Claims Payable by Third Parties*

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to any of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policies. 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), 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 Bankruptcy Court.

(iii) *Applicability of Insurance Policies*

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. 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 policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**M. Post-petition Interest**

Unless expressly provided in the Plan, the Confirmation Order, the DIP Financing Order, or any contract, instrument, release, settlement, or other agreement entered into in connection with the Plan or required by the Bankruptcy Code (including without limitation Bankruptcy Code sections 506(b) and 1129(b)), post-petition interest shall not accrue on or after the Petition Date on account of any Claim. Without limiting the generality of the foregoing, interest shall not be paid upon any Disputed Claim in respect of the period from the Filing Date to the date a final distribution is made thereon if, and after, such Disputed Claim becomes an Allowed Claim.

**N. Section 506(c) Reservation**

The Debtors and the Reorganized Debtors, as applicable, reserve all rights under Bankruptcy Code section 506(c) with respect to any and all Secured Claims.

**O. Single Satisfaction of Claims**

Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claim and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full amount of the Allowed Claim. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of Allowed Claims exceed 100% of the underlying Allowed Claim.

**P. Allocation of Consideration**

The aggregate consideration to be distributed to the Holders of Allowed Claims in each Class under this Plan will be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claim for such Holders and any remaining consideration as satisfying accrued, but unpaid, interest, if any, to the extent that interest is payable under this Plan.

**Q. Special Provision Regarding Unimpaired Claims**

Except as otherwise provided in this Plan, the Confirmation Order, any other order of the Bankruptcy Court, or any document or agreement entered into and enforceable pursuant to the terms of this Plan, nothing herein

shall affect the Debtors' or Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims or to request disallowance or subordination of any such Claim. In addition, notwithstanding anything to the contrary, Unimpaired Claims are subject to all applicable provisions of the Bankruptcy Code, including Bankruptcy Code section 502(b).

**VIII.**  
**PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED AND DISPUTED CLAIMS**

**A. Prosecution of Objections to Claims**

The Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under the Plan provided that, for the avoidance of doubt, the Debtors and Reorganized Debtors will not object to Claims that are specified in this Plan as Allowed Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors (with the consent of the Majority Noteholders) reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

**B. Allowance of Claims**

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), the Reorganized Debtors after the Effective Date will have and retain any and all rights and defenses held by the Debtors with respect to any Claim as of the Petition Date.

**C. Distributions After Allowance**

On the first Distribution Date following the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled in accordance with Article III of the Plan. For the avoidance of doubt, Holders of Allowed Claims will receive the same treatment regardless of whether such Claims are Allowed as of the Effective Date or at some time after the Effective Date.

**D. Estimation of Claims**

The Debtors (before the Effective Date and with the consent of the Majority Noteholders) or Reorganized Debtors (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to Bankruptcy Code section 502(c) regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time including, without limitation, during litigation concerning any objection to any Claim and during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim against any party or Entity, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors (before the Effective Date) or the Reorganized Debtors (after the Effective Date), may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

**E. Deadline to File Objections to Claims**

Unless otherwise ordered by the Bankruptcy Court, any objections to Claims shall be filed on or before the date that is the later of: (a) 180 days after the Effective Date, and (b) the last day of such other period of limitation as



may be specifically fixed by an order of the Bankruptcy Court for objecting to certain Claims. The Bankruptcy Court may extend any deadline to object to Claims for cause.

#### **F. Prosecution of Objections**

After the Confirmation Date, the Reorganized Debtors shall have the authority to file objections, settle, compromise, withdraw, or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

### **IX.**

#### **SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

##### **A. Discharge of All Claims and Interests and Releases.**

###### *(i) General Discharge of All Claims and Interests and Releases*

Except as otherwise expressly provided in this Plan, the confirmation of this Plan (subject to the occurrence of the Effective Date) will discharge the Debtors and the Reorganized Debtors from any Claim that arose before the Confirmation Date and any Claim of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), whether or not a Proof of Claim is filed or is deemed filed, whether or not such Claim is Allowed and whether or not the Holder of such Claim has voted on this Plan. Confirmation of this Plan will not discharge any DIP Lender Claims or other DIP Borrowing Obligations, DIP Interest Obligations, DIP Financing Fees and Expenses or DIP Agent Fees under the DIP Loan Agreement unless and until all such DIP Lender Claims and other DIP obligations are paid in full, in cash or receive the DIP Equity Distribution, as applicable.

Furthermore, but in no way limiting the generality of the foregoing, except as otherwise specifically provided by this Plan, the distributions and rights (which distribution and rights may include the continuation of pre-petition liens, security interests, or other rights) that are provided in this Plan will be in complete satisfaction, discharge and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of all Claims and Causes of Action against, liabilities of, liens on, obligations of and Equity Interests in GOK or Reorganized GOK or the direct or indirect assets and properties of the Debtors or the Reorganized Debtors, whether known or unknown, regardless of whether a Proof of Claim or interest was filed, whether or not Allowed and whether or not the Holder of the Claim or GOK Equity Interest has voted on this Plan, or based on any act or omission, transaction or other activity or security, instrument or other agreement of any kind or nature occurring, arising or existing prior to the Effective Date that was or could have been the subject of any Claim or GOK Equity Interest, in each case regardless of whether a Proof of Claim or interest was filed, whether or not Allowed and whether or not the Holder of the Claim or GOK Equity Interest has voted on this Plan; provided, however, that notwithstanding the foregoing, nothing in this Plan or the Disclosure Statement is intended to release any insurer from having to provide coverage under any policy to which the Debtors, the Reorganized Debtors, and/or their current or former officers, directors, employees, representatives, or agents are parties or beneficiaries.

Additionally, except as otherwise specifically provided by this Plan or the Confirmation Order, the confirmation of this Plan (subject to the occurrence of the Effective Date) shall act as a discharge and release of all Causes of Action (including Causes of Action of a trustee and debtor in possession under the Bankruptcy Code) of the Debtors and Reorganized Debtors, whether known or unknown, against (in each case, only in the specified capacity): (a) their present and former directors, shareholders, officers and employees, agents, attorneys, advisors, accountants, financial advisors, and investment bankers; (b) the present and former Credit Facility Agent and the present and former Credit Facility Lenders, each in such capacity, and their respective present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); (c) the present and former Noteholders and their respective present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial

advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); (d) the Notes Indenture Trustee and its present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); (e) the Collateral Trustee and its present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); (f) each of the Backstop DIP Lenders and each of the respective Backstop DIP Lenders' present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); (g) the DIP Agent, and the DIP Lenders and each of their respective present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons and entities); (h) the present and former Holders of the Senior Preferred Equity Interests and their respective present and former Affiliates, officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities); and (i) any Entity claimed to be liable derivatively through any of the foregoing. Notwithstanding the generality of the foregoing, unless expressly agreed to by the Debtors (with the consent of the Majority Noteholders) or the Reorganized Debtors, nothing in this Plan shall release any claims of any of the Debtors or Reorganized Debtors, as the case may be, against any Subsidiaries that are not Debtors or Reorganized Debtors, as the case may be; provided, however, that the foregoing releases shall not apply to any person or Entity who, in connection with any act or omission by such person or Entity in connection with or relating to the Debtors or their businesses, has been or is hereafter found by any court or tribunal by Final Order to have acted with gross negligence or willful misconduct.

*(ii) Releases by Holders of Claims and Equity Interests*

In addition, but in no way limiting the generality of the foregoing, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, for good and valuable consideration, including the contributions of the following parties to the facilitation and expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan and the other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, each Holder of a Note Claim or Senior Preferred Equity Interest who does not opt out of the release provisions in the Plan on their ballot agrees to the release provisions of this Plan and is presumed conclusively to have unconditionally and forever released (a) the Debtors, (b) the Reorganized Debtors, (c) the present and former Credit Facility Lenders, (d) the Credit Facility Agent, (e) the DIP Lenders, (f) the DIP Agent, (g) the Backstop DIP Lenders, (h) the Collateral Trustee, (i) the Notes Indenture Trustee, (j) the Consenting Noteholders, (k) the Consenting Preferred Equity Holders, and (l) the Debtors' officers, directors, and employees who hold such positions on the Petition Date and any Entity claimed to be liable derivatively through any of the foregoing and with respect to each of the foregoing Entities in clauses (a) through (k), the present and former members of any such Entities (together with the advisory Affiliates and advised Affiliates of such members) (and each solely in their capacity as such), their respective successors, assigns, and each of their respective Affiliates officers, directors, shareholders, advisory Affiliates, members, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, successors and assigns (including any professionals retained by such persons or entities) from any Cause of Action based on the same subject matter as the Claim or Interest on which the distribution is received; provided, however, that the foregoing releases shall not apply to any person or Entity who, in connection with any act or omission by such person or Entity in connection with or relating to the Debtors or their businesses, has been or is hereafter found by any Final Order or any court or tribunal to have acted with gross negligence or willful misconduct; provided, however that nothing herein shall be deemed a waiver or release of a Holder of a Claim or Equity Interest to receive the distribution as provided for under the Plan; provided, however, that the Consenting Noteholders and the Consenting Preferred Equity Holder have previously agreed to provide the releases set forth in this Section and shall not have the ability to opt out of such release provisions. For the avoidance of doubt, if a Holder of a Note Claim or a Senior Preferred Equity Interest



submits a ballot without checking either the “Opt Out of the Releases” box or the “Not Opt Out of the Releases” box, then it will be deemed to consent to the releases contemplated by Article IX of the Plan.

#### B. Exculpation

Except as otherwise specifically provided in the Plan, each of the Debtors and the Reorganized Debtors, including their respective members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, and representatives, in each case solely in their capacity as such, will have no liability for any act or omission during the Debtors’ Chapter 11 Cases in connection with, or arising out of, the formulation, negotiation, or pursuit of approval of the DIP Facility, the Disclosure Statement, the Plan, or the solicitation of votes for or confirmation of the Plan, or the consummation of the Plan, or the transactions contemplated and effectuated by the Plan or the administration of the Plan or the property to be distributed under the Plan, or any other act or omission during the administration of the Debtors’ Estates or during the Debtors’ Chapter 11 Cases except for gross negligence or willful misconduct as determined by a Final Order of the Bankruptcy Court, and in all respects, will be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

#### C. Injunction

Sections IX.A and IX.B of this Plan and this Section IX.C will also act as an injunction against any Entity commencing or continuing any action, employment of process, or act to collect, offset or recover any Claim, Interest or Cause of Action satisfied, released or discharged under this Plan. Notwithstanding any other provision of this Plan or the Confirmation Order, Confirmation of this Plan shall not enjoin or extinguish any Creditor's rights of setoff or recoupment, if any, to the extent that such Creditor has a valid Claim and a valid right of recoupment or setoff under applicable state or federal law (including, without limitation, the Bankruptcy Code). Without limiting the applicability of the foregoing, (a) mutuality shall be required for any setoff and (b) no creditor may setoff (i) any pre-petition Claim against any post-petition obligation owed to any of the Debtors or (ii) any post-petition claim against any pre-petition obligation owed to any of the Debtors. Nothing herein shall constitute any admission by any of the Debtors that any Creditor has a valid right of setoff or right of recoupment under applicable state or federal law (including the Bankruptcy Code); and, provided, further, that any and all defenses of the Debtors and/or Reorganized Debtors with respect to any such asserted right of setoff or right of recoupment and to challenge the assertion of any such right of setoff or recoupment are hereby preserved in their entirety.

#### D. Guarantees and Claims of Subordination

##### (i) Guarantees

The classification and the manner of satisfying all Claims under this Plan take into consideration (i) the possible existence of any alleged guarantees by the Debtors of obligations of any Entity or Entities, and (ii) that the Debtors may be joint obligors with another Entity or Entities with respect to the same obligation. The Holders of Claims will be entitled to only one distribution with respect to any given obligation of the Debtors under the Plan.

##### (ii) Claims of Subordination.

Except as specifically provided herein, to the fullest extent permitted by applicable law, all Claims and GOK Equity Interests, and all rights and claims between or among Holders of Claims or GOK Equity Interests relating in any manner whatsoever to Claims or GOK Equity Interests, based on any contractual, equitable or legal subordination rights, will be terminated on the Effective Date and discharged in the manner provided in this Plan, and all such Claims, GOK Equity Interests and rights so based and all such contractual, equitable and legal subordination rights to which any Entity may be entitled will be irrevocably waived upon the Effective Date. To the fullest extent permitted by applicable law, the rights afforded and the distributions that are made in respect of any Claims or Equity Interests under this Plan will not be subject to levy, garnishment, attachment or like legal process by any Holder of a Claim or Equity Interest by reason of any contractual, equitable or legal subordination rights, so

that, notwithstanding any such contractual, equitable or legal subordination rights, each Holder of a Claim or Equity Interest will have and receive the benefit of the rights and distributions set forth in this Plan; provided, however, that nothing in this Section IX.D(ii) shall affect the Claims or contractual, equitable or legal subordination rights of the Holders of Claims that are Unimpaired under this Plan and this Section IX.D(ii) shall not be deemed to Impair any Claims that are not otherwise Impaired pursuant to this Plan.

**E. Injunction Related to Releases and Exculpation**

**The Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this Plan, including but not limited to the Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities discharged or released in Sections IX.A and B of this Plan.**

**F. Release of Liens**

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is an Allowed Secured Claim as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtor and its successors and assigns. For the avoidance of doubt, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court, or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code.

**X.**

**CONDITIONS PRECEDENT TO CONFIRMATION  
OF THE PLAN AND THE EFFECTIVE DATE**

**A. Conditions Precedent to Confirmation**

It shall be a condition to Confirmation hereof that the following provisions, terms, and conditions shall have been satisfied or waived pursuant to the provisions of Section X.C.

- (i) The Bankruptcy Court shall have entered the Confirmation Order, and the Confirmation Order shall have become a Final Order.
- (ii) All of the documents contemplated by this Plan and the Disclosure Statement, including the New Corporate Governance Documents, the Exit Facility Documents, the Rejected Executory Contract and Unexpired Lease List, the New Employment Agreements, and the list of the known members of the New Board, shall be in form and substance satisfactory to the Majority Noteholders.

**B. Conditions Precedent to the Effective Date**

It shall be a condition to the Effective Date that the following provisions, terms, and conditions shall have been satisfied or waived in accordance with Section X.C of this Plan by the applicable Debtor, with the consent of the Majority Noteholders, or as applicable, the Majority Noteholders; provided, however, that the consent of Avista shall be required to waive the condition in (x) below.

- (i) The Confirmation Order shall be a Final Order.
- (ii) The Confirmation Order shall have been entered no later than 46 days after the Petition Date.

- (iii) Any amendments or modifications to the Plan made after entry of the Confirmation Order shall be in form and substance satisfactory to the Majority Noteholders.
- (iv) Each of the documents contemplated by this Plan and the Disclosure Statement, including, without limitation, the New By-Laws, the New Certificate of Incorporation, and the New Shareholders Agreement, have been executed and, to the extent modified or supplemented from the form previously approved pursuant to Section X.A(ii) of this Plan, are in form and substance satisfactory to the Majority Noteholders.
- (v) All of the schedules, documents, supplements, and exhibits to the Plan shall have been filed in form and substance satisfactory to the Majority Noteholders.
- (vi) All authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions or documents, if any, that are determined by the Debtors and the Majority Noteholders to be necessary to implement the Plan and that are required by law, regulation or order shall have been obtained and not revoked.
- (vii) All of the conditions referred to as the 'Certain Closing and Other Conditions to the Restructuring' that are set forth in the Restructuring Term Sheet (attached to and part of the Plan Support Agreement) have occurred or been waived by the Majority Noteholders.
- (viii) The Exit Facility Agreement, in form and substance satisfactory to the Majority Noteholders, shall have been executed and delivered by all of the Entities that are parties thereto and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.
- (ix) All of the Majority Noteholders' professional fees and out-of-pocket expenses incurred in connection with the Restructuring or any other matter in connection thereto, including, without limitation, those fees and expenses incurred during the Chapter 11 Cases, shall be paid by the Debtors.
- (x) Up to \$75,000 in the aggregate of Avista's professional fees and out-of-pocket expenses incurred in connection with the Restructuring or any other matter in connection thereto, including without limitation, those fees and expenses incurred during the Chapter 11 Cases, shall be paid by the Debtors.
- (xi) The amount of all Claims against the Debtors, including, without limitation, all trade and other Unsecured Claims, but excluding Claims for amounts owed under the Credit Facility and the Notes, and excluding Claims for amounts typically accounted for as deferred revenue on the Debtors' balance sheet, reasonably projected by the Majority Noteholders to become Allowed Claims (including such Claims that at such date are already reasonably determined by the Majority Noteholders to be Allowed Claims) do not exceed in the aggregate \$85.7 million.
- (xii) No Claims of the type described in Bankruptcy Code section 510(b) relating to the Notes shall have been asserted against the Debtors and not Disallowed by Final Order.

**C. Waiver of Conditions**

The conditions to Confirmation of the Plan and the conditions to the occurrence of the Effective Date set forth in Sections X.A and X.B may, in each case, be waived without any other notice to parties in interest or the Bankruptcy Court and without a hearing at any time by the Debtors with the consent of the Majority Noteholders; provided, however, that the Debtors may not waive entry of the Confirmation Order.

**D. Effect of Failure of Conditions**

If all the conditions to effectiveness and the occurrence of the Effective Date have not been satisfied or duly waived on or before the first Business Day that is more than 50 days after the Petition Date, or by such later date as is acceptable to the Majority Noteholders, and approved, after notice and a hearing, by the Bankruptcy Court, then upon motion by the Debtors (with the consent of the Majority Noteholders) made before the time that all of the conditions have been satisfied or duly waived, the Confirmation Order will be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order will not be vacated if each of the conditions precedent to the occurrence of the Effective Date is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Effective Date does not occur or the Confirmation Order is vacated pursuant to this Section, this Plan will be null and void in all respects, and nothing contained in this Plan will (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors, (b) prejudice in any manner the rights of the Debtors or the Holder of any Claim or Equity Interest in the Debtors or (c) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Equity Interests or any other Entity in any respect.

**XI.****MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN****A. Modification and Amendments**

Except as otherwise specifically provided herein, the Debtors reserve the right to modify the Plan, with the consent of (i) the Majority Noteholders and (ii) Avista (but, with respect to Avista, only insofar as any such modification adversely affects the treatment of the Senior Preferred Equity Interests under this Plan), as to material or immaterial terms prior to Confirmation and seek Confirmation consistent with the Bankruptcy Code and, as appropriate and consistent with the Bankruptcy Code, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to (with the consent of the Majority Noteholders) alter, amend, or modify materially or immaterially the Plan with respect to any or all Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy 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. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XI. For the avoidance of doubt, non-material modifications may be made by the Debtors with the consent of the Majority Noteholders.

In addition, prior to the Effective Date, the Debtors (with the consent of the Majority Noteholders) may make appropriate technical adjustments and modifications to the Plan, without further order or approval of the Bankruptcy Court; provided, however, that such technical adjustments and modifications do not adversely affect in a material way the treatment of any Holder of Claims or Equity Interests.

A Holder of an Allowed Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim or Equity Interest of such Holder.

**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 Bankruptcy Code section 1127(a) and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

**C. Revocation or Withdrawal of the Plan**

The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the entry of the Confirmation Order with the consent of the Majority Noteholders. If the Debtors revoke or withdraw the Plan, or if

Confirmation or the Effective Date 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 Equity Interest or Class of Claims or Equity 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: (a) constitute a waiver or release of any Claims or Equity Interests or Claims by any Debtor against any other Entity, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

## **XII. RETENTION OF JURISDICTION**

The business and assets of the Debtors shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. From and after the Effective Date, the Bankruptcy Court shall retain and have exclusive jurisdiction of all matters arising out of, and related to the Chapter 11 Cases or this Plan pursuant to, and for purposes of, Bankruptcy Code subsection 105(a) and section 1142 and for, among other things, to:

- (i) determine any and all disputes relating to Administrative Expenses, Claims and Equity Interests, including the allowance and amount thereof, and any right to setoff,
- (ii) determine any and all disputes among creditors with respect to their Claims,
- (iii) decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan,
- (iv) resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is 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 Rejection Claims, Cure Claims pursuant to Bankruptcy Code section 365 or any other matter related to such executory contract or unexpired lease, (b) any potential contractual obligation under any executory contract or unexpired lease that is assumed, (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, the Rejected Executory Contract and Unexpired Lease List, and (d) any dispute regarding whether a contract or lease is or was executory or expired,
- (v) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan,
- (vi) 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 Effective Date,
- (vii) adjudicate, decide, or resolve any and all matters related to Bankruptcy Code section 1141,
- (viii) enter and enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123, or 1146(a),
- (ix) resolve any avoidance or recovery actions under Bankruptcy Code sections 105, 502(d), 542 through 551, and 553,
- (x) resolve any cases, claims, 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,

- (xi) resolve any cases, controversies, suits, disputes, or causes of action that may arise in connection with or under the DIP Loan Agreement,
- (xii) 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,
- (xiii) resolve any cases, controversies, suits, disputes, or causes of action with respect to the discharge, releases, injunctions, exculpations, indemnifications, and other provisions contained in Article IX and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions,
- (xiv) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated,
- (xv) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement,
- (xvi) adjudicate any and all disputes arising from or relating to distributions under the Plan,
- (xvii) consider any modifications of the Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order,
- (xviii) determine requests for the payment of Claims and Equity Interests entitled to priority pursuant to Bankruptcy Code section 507, including requests by Professionals for payment of accrued professional compensation.
- (xix) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan,
- (xx) hear and determine any issue related to the initial composition of the New Board of each of the Reorganized Debtors,
- (xxi) hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146,
- (xxii) hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge, 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 before or after the Effective Date,
- (xxiii) enforce all orders previously entered by the Bankruptcy Court,
- (xxiv) hear any other matter not inconsistent with the Bankruptcy Code or related statutory provisions setting forth the jurisdiction of the Bankruptcy Court, and
- (xxv) enter a final decree closing the Chapter 11 Cases.

**XIII.**  
**MISCELLANEOUS PROVISIONS**

**A. Immediate Binding Effect**

Subject to the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors and any and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests have accepted or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, or injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

**B. Additional Documents**

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents acceptable to the Majority Noteholders as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Equity 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 Statutory Committees, If Any**

On the Effective Date, any duly appointed statutory committee shall dissolve and members thereof shall be released and discharged from all rights, duties, responsibilities, and obligations from or related to the Chapter 11 Cases. In addition, the retention and employment of the Creditors' Committee's and any other statutory committee's attorneys, accountants, and other professionals and agents shall terminate on the Effective Date.

**D. Successors and Assigns**

The rights, benefits, and obligations of any Entity named or referred to in the Plan 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.

**E. Service of Documents**

All notices required to be given under this Plan, if any, will be in writing and will be sent by first class mail, postage prepaid, or by a nationally recognized overnight courier:

If to the Debtors or Reorganized Debtors:

Geokinetics Inc.  
1500 Citywest Boulevard, Suite 800  
Houston, Texas 77042  
Attn: David Crowley, CEO  
William (Bill) Moll, Jr., General Counsel  
Telephone: (713) 850-7600  
Facsimile: (713) 850-7330

with copies to:

Akin Gump Strauss Hauer & Feld LLP  
1700 Pacific Avenue, Suite 4100  
Dallas, Texas 75201  
Attn: Sarah Link Schultz  
Michael S. Haynes  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343



-and-

Akin Gump Strauss Hauer & Feld LLP  
1111 Louisiana Street, 44<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: David Patrick Elder  
Telephone: (713) 220-5800  
Facsimile: (713) 236-0822

If to the Noteholders:

Larry First  
American Securities Opportunities  
Advisors, LLC  
299 Park Avenue  
34th Floor  
New York, NY 10171

-and-

Jeffrey Gates  
Gates Capital Management, Inc.  
1177 Avenue of the Americas  
32nd Floor  
New York, NY 10036

with a copy to:

Jennifer Rodburg, Esq.  
Richard Slivinski, Esq.  
Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004-1980  
Telephone: (212) 859-8000  
Facsimile: (212) 859-4000

Any of the above may, from time to time, change its address for future notices and other communications hereunder by filing a notice of the change of address with the Court. Any and all notices given under this Plan will be effective when received.

**F. Captions**

Article and Section captions used in this Plan are for convenience only and will not affect the construction of this Plan.

**G. Nonvoting Stock**

In accordance with Bankruptcy Code section 1123(a)(6), the Reorganized Debtors' Certificates of Incorporation will contain a provision prohibiting the issuance of nonvoting equity securities by each of the Reorganized Debtors, subject to further amendment of such Reorganized Debtor's Certificate of Incorporation as permitted by applicable law.

**H. Entire Agreement**

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

**I. Severability of Plan Provisions**

If, before Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court or any other court exercising jurisdiction to be invalid, void, or unenforceable, the Bankruptcy Court or other court exercising jurisdiction, at the request of the Debtors with the consent of the Majority Noteholders, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (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.

**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 request to the Debtors' counsel, by contacting Sarah J. Crow, Akin Gump Strauss Hauer & Feld LLP, 1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201, (214) 969-4278, email: sjcrow@akingump.com, at the Bankruptcy Court's website at [www.ecf.deb.uscourts.gov](http://www.ecf.deb.uscourts.gov) or at the website of the Debtors' notice, claims and solicitation agent, Garden City Group, Inc., at <http://www.gokrestructuring.com>. To the extent any exhibit or document included in the Plan Supplement is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, such exhibit or document shall control.

**K. Votes Solicited in Good Faith**

Upon entry of the Confirmation Order, (i) the Debtors (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to Bankruptcy Code section 1125(e), (ii) the Debtors, each member of a statutory committee, if any, the Backstop DIP Lenders and each of the Consenting Noteholders and Consenting Preferred Equity Holders (and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, attorneys and other professionals) will be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the New Common Stock under this Plan, and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

**L. Closing of Chapter 11 Cases**

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

**M. Conflicts**

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, that if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document shall govern and control; and provided further, however, that to the extent that any provision of the Plan or a Plan Supplement document conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

Wilmington, Delaware

Date: April 25, 2013

Geokinetics Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics Holdings USA, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics Services Corp.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics Processing, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics Acquisition Company

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics USA, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics International Holdings, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics Management, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Geokinetics International, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

Advanced Seismic Technology, Inc.

By: /s/David J. Crowley  
Name: David J. Crowley  
Its: President & CEO

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