

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

<p><b>In re:</b></p> <p><b>ELK PETROLEUM, INC., et al.,</b></p> <p style="text-align: center;"><b>Debtors.<sup>1</sup></b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>Chapter 11</b></p> <p><b>Case No. 19-11157 (LSS)</b></p> <p><b>Joint Administration Requested</b></p>
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**JOINT PLAN OF REORGANIZATION OF  
ELK PETROLEUM ANETH, LLC, AND RESOLUTE ANETH, LLC**

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Dated: May 22, 2019

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE PLAN DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY.**

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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 as follows: Elk Petroleum, Inc. (8606), Elk Petroleum Aneth, LLC (4449), Resolute Aneth, LLC (0729), and Elk Operating Services, LLC (3197). The address of the Debtors’ headquarters is: 1700 Lincoln, Suite 2550, Denver, CO 80203.

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## INTRODUCTION

Each of Elk Petroleum Aneth, LLC and Resolute Aneth, LLC (each, a “*Plan Debtor*,” and, collectively, the “*Plan Debtors*”)<sup>1</sup> proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code, for, among other things, the resolution of the outstanding Claims against, and Interests in, the Plan Debtors. The Plan Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (distributed contemporaneously herewith) for a discussion of the Plan Debtors’ history, business, properties, and projections and the events leading up to Solicitation of this Plan and for a summary of the treatment provided for herein. The Plan Debtors urge all Holders of Claims entitled to vote on this Plan to review the Disclosure Statement and this Plan, in full, before voting to accept or reject this Plan. There may be other agreements and documents that will be filed with the Bankruptcy Court that are referenced in this Plan as Exhibits. All such Exhibits are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions set forth in this Plan, and the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Debtors reserve the right to amend, supplement, amend and restate, modify, revoke or withdraw this Plan prior to the Effective Date.

### ARTICLE I DEFINITIONS AND INTERPRETATION.

#### 1.1 Definitions.

The following terms, as applicable, shall have the respective meanings specified below:

***AB Elk Holdings*** means AB Elk Holdings LLC.

***AB Parties*** means, collectively, AB Elk Holdings and AB Co-Invest Elk Holdings LLC.

***Administrative Expense Claim*** means any Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 363, 365, 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims), including (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 Plan Debtors; (b) Fee Claims; and (c) all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

***Administrative Expense Claim Bar Date*** means thirty (30) days after the Effective Date or such other date that the Bankruptcy Court orders.

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

***Allowed*** means, with respect to any Claim or Interest (a) as to which the Plan Debtors, the Reorganized Debtors, or the Aneth Trustee, as applicable, and the Holder of the Claim agree to the amount of the Claim or a court of competent jurisdiction has determined the amount of the Claim by Final Order; (b) any Claim or Interest that is compromised, settled, or otherwise

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<sup>1</sup> Unless otherwise noted, capitalized terms used herein shall have the meanings set forth in Section 1.1 of this Plan.

resolved pursuant to the authority of the Plan Debtors, the Reorganized Debtors, the Aneth Trustee, as applicable, in a Final Order of the Bankruptcy Court; (c) any Claim that is listed in the Schedules, if any are filed, as liquidated, non-contingent, and undisputed; (d) that is not subject of a pending objection or (e) any Claim or Interest expressly allowed hereunder; *provided, however*, that the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan.

***Aneth*** means Elk Petroleum Aneth, LLC, the owner of 100% of the Interests in Resolute, and one of the Plan Debtors and proponents of this Plan.

***Aneth Trust*** means the Aneth Trust established pursuant to this Plan and the Aneth Trust Agreement.

***Aneth Trust Agreement*** means the Aneth Trust Agreement, as may be amended, supplemented, restated, or otherwise modified from time to time pursuant to the terms thereof, by and between the Plan Debtors and the Aneth Trustee, which shall be included in the Plan Supplement.

***Aneth Trust Assets*** means the Aneth Trust Causes of Action that have not already been settled as of the Effective Date. Except as otherwise prescribed by this Plan or the Aneth Trust Agreement, the Aneth Trust Assets shall be transferred to the Aneth Trust by the Plan Debtors, as applicable, on the Effective Date.

***Aneth Trust Beneficiaries*** means holders of Claims and Interests in Aneth Classes 5, 6, and 8, as holders of the Aneth Trust Interests.

***Aneth Trust Causes of Action*** means all Causes of Action and the proceeds thereof which are held by the Plan Debtors and their Estates, to the extent such Causes of Action are not released pursuant to this Plan, settled pursuant to this Plan, or released or settled pursuant to an order of the Bankruptcy Court. A detailed list of the Aneth Trust Causes of Action shall be set forth in the Plan Supplement, and such list shall be subject to the approval by the AB Parties. The Causes of Action assigned to the Aneth Trust shall only include those assets that, as of immediately prior to the Effective Date, are either property of any of the Estates or Causes of Action that the Estates are entitled to bring on behalf of the Estates' stakeholders pursuant to section 544 of the Bankruptcy Code.

***Aneth Trust Interests*** means the beneficial interests in the Aneth Trust.

***Aneth Trust Oversight Board*** means the oversight board of three members to oversee the Aneth Trust. The initial members shall be set forth in the Plan Supplement, and the process for selecting successor members (as well as other rights and responsibilities of such members) shall be set forth in the Aneth Trust Agreement.

***Aneth Trustee*** means the Person designated in the Aneth Trust Agreement to serve as trustee of the Aneth Trust from time to time. The initial Aneth Trustee shall be set forth in the Plan Supplement, and the terms relating to any compensation to be paid to the Aneth Trustee shall be set forth in the Aneth Trust Agreement.

**Asset** means all of the right, title, and interest of a Plan Debtor in and to property of whatever type or nature (including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property).

**Avoidance Actions** means any and all avoidance, recovery, subordination, or other Claims, actions, or remedies that may be brought by or on behalf of the Plan Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through and including 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws. Except as otherwise provided in the Plan Supplement (as agreed to by the Plan Debtors and the Supporting Holders), all Avoidance Actions shall be released and waived on the Effective Date.

**Ballot** means, with respect to the Holder of the Claim in the Class, the applicable voting form distributed to such Holder on which the Holder is to indicate, among other things, acceptance or rejection of this Plan in accordance with the instructions contained therein and make any other elections or representations required pursuant to this Plan or as described in the Disclosure Statement.

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

**Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

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

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, proceeding, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, including (a) any right of setoff, cross-claim,



counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) with respect to the Plan Debtors, the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims; and (f) any Avoidance Action.

**Chapter 11 Cases** means, with respect to the Plan Debtors, the cases under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all Plan Debtors' cases (and the cases of EPI and EOS) under chapter 11 of the Bankruptcy Code, and styled *In re Elk Petroleum, et al.*, Case No. 19-11157.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Plan Debtor.

**Class** means any group of Claims or Interests classified under this Plan pursuant to section 1122(a) of the Bankruptcy Code.

**Collateral** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid and has not been avoided under the Bankruptcy Code or applicable nonbankruptcy law.

**Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

**Confirmation Hearing** means the hearing to be held by the Bankruptcy Court regarding confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

**Confirmation Order** means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

**Contingent** means, when used in reference to a Claim, any Claim, the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event that has not yet occurred as of the date on which such Claim is sought to be estimated or on which an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the Holder of such Claim and whether or not a relationship between the Holder of such Claim and the applicable Plan Debtor now or hereafter exists or previously existed.

**Cure Amount** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary to (a) cure a monetary default by the Plan Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Plan Debtors and (b) permit the Plan Debtors to assume such Executory Contract or Unexpired Lease under section 365(a) of the Bankruptcy Code.

**D&O Liability Insurance Policies** means all unexpired directors', managers', and officers' liability insurance policies (including without limitation any "tail policy" and all agreements, documents, or instruments related to coverage of all insured claims) of any of the

Plan Debtors that have been issued or provide coverage to current and former directors, managers, officers, and employees of the Plan Debtors.

***Debtor in Possession*** means, with respect to a Plan Debtor, that Plan Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

***DIP Claim*** means the Secured Claim held by the DIP Lenders arising under or in any way relating to the DIP Facility Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest, Claims related to adequate protection, and fees arising under the DIP Facility Agreement or the DIP Order, which shall be Allowed for all purposes under this Plan for the amount set forth in the DIP Order, as amended or modified.

***DIP Facility Agreement*** means the Senior Secured Super Priority Debtor-In-Possession Term Loan Credit Agreement dated as of May 22, 2019 by and among Aneth as Borrower, the other Loan Parties party thereto, AB Elk Holdings LLC, as Administrative Agent, and the Lenders party thereto.

***DIP Lenders*** means the lenders party to the DIP Facility Agreement.

***DIP Order*** means the Final Order that the Bankruptcy Court enters in order to authorize the Plan Debtors to enter into the DIP Facility Agreement and that provides certain protections to the DIP Lenders.

***Disclosure Statement*** means the Disclosure Statement for this Plan, as supplemented from time to time, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law.

***Disputed*** means, with respect to a Claim, (a) any Claim, which Claim is disputed under Section 8.1 of this Plan or as to which the Plan Debtors, the Reorganized Debtors, or the Aneth Trustee, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, or disputed and as to which no request for payment or proof of claim has been filed; (d) any Claim that is listed in the Schedules as undisputed, liquidated, or not contingent and as to which a proof of claim has been filed in amount that exceeds the scheduled amount; or (e) any Claim that is otherwise disputed by any of the Plan Debtors, the Reorganized Debtors, or the Aneth Trustee, as applicable, in accordance with applicable law or contract, which dispute has not been withdrawn, resolved, or overruled by a Final Order. To the extent that only a portion of a Claim is Disputed, such Claim shall be deemed Allowed in the amount that is not Disputed and Disputed as to the balance of such Claim.

***Distribution Record Date*** means, except as otherwise provided in this Plan, the General Bar Date.

***Effective Date*** means the date which is the first Business Day on which (a) all conditions to the effectiveness of this Plan set forth in Section 10.1 of this Plan have been satisfied or

waived in accordance with the terms of this Plan and (b) no stay of the Confirmation Order is in effect.

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

**EOS** means Elk Operating Services, LLC, a subsidiary of EPI, who filed for relief under chapter 11 of the Bankruptcy Code on the Petition Date (but is not a proponent of this Plan).

**EPI** means Elk Petroleum, Inc., who owns 100% of the Interests in Aneth and EOS and filed for relief under chapter 11 of the Bankruptcy Code on the Petition Date (but is not a proponent of this Plan).

**EPL** means Elk Petroleum, Ltd., who owns 100% of the common stock of EPI.

**Estate** means the estate of a Plan Debtor, EPI, or EOS, as applicable, created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means, collectively, and in each case in their capacities as such solely during the Chapter 11 Cases: (a) the Plan Debtors; (b) EPI; (c) EOS; (d) the Reorganized Debtors; and (e) all current officers and directors, principals, shareholders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, investment bankers, consultants, representatives, and all other retained estate professionals of the Plan Debtors and all Professional Persons employed during the Chapter 11 Cases.

**Executory Contract** means a contract to which a Plan Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

**Exit Facility** means the exit term loan credit facility on terms reasonably acceptable to the Plan Debtors and the AB Parties for the purpose of (a) satisfying DIP claims, First Lien Credit Agreement Secured Claims owed to Riverstone and its Affiliates, and Revolving Facility Credit Agreement Claims, to the extent provided in this Plan, and (b) funding future operations of the Reorganized Debtors, in each case subject to and in accordance with the terms of the RSA.

**Fee Claim** means a Claim for legal, financial, advisory, accounting or other professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons.

**Fee Escrow Account** means an account in which Cash equal to the total estimated amount of unpaid Fee Claims is deposited by the Plan Debtors on the Effective Date.

**Final Order** means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction) that: (a) is in full force and effect; (b) is not stayed; and (c) is no longer subject to review, reversal, vacatur, modification, or amendment, whether by appeal or by writ of certiorari; *provided, however*, that the possibility that a motion under Rules 50 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order, ruling, or judgment shall not cause such order, ruling, or judgment not to be a Final Order.

**First Lien Credit Agreement** means that certain Term Loan Credit Agreement dated as of November 6, 2017, among Aneth, as borrower, the lenders from time to time parties thereto, and AB Elk Holdings (as successor-in-interest to HPS Investment Partners, LLC), as administrative agent, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**General Bar Date** means the deadline for filing proofs of claims and interests under Bankruptcy Rule 3003(c)(3) for Claims other than Administrative Expense Claims and Fee Claims, as ordered by the Bankruptcy Court.

**General Unsecured Claim** means any Claim, other than an Administrative Expense Claim, Fee Claim, DIP Claim, Priority Tax Claim, Priority Non-Tax Claim, or a Subordinated Claim, that is neither entitled to priority nor a Secured Claim under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

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

**Hedging Obligations** means the approximately \$29,190,234 in secured hedging obligations that are owed by Aneth to BP Energy Company, which shall be treated as an Other Secured Claim of the Plan Debtors (under Aneth Class 2).

**Holder** means a Person holding a Claim against, or Interest in, the Plan Debtors as of the applicable date of determination.

**Impaired** means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

**Indemnification Agreement** means any organizational or employment and/or service agreement of or with the Plan Debtors and currently in place, whether in the bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, or employment contracts, that provides for the indemnification of any current director, officer or employee of the Plan Debtors.

**Intercompany Claim** means a Claim or a Cause of Action by a Plan Debtor against another Plan Debtor.

**Interest** means any equity security (as defined in section 101(16) of the Bankruptcy Code) of a Plan Debtor, including all shares, common stock, preferred stock, a limited liability company or other membership or partnership interest or unit, or other instrument evidencing any fixed or contingent ownership interest in any Plan Debtor, including any option, warrant, or other right, contractual or otherwise, to acquire any ownership interest in a Plan Debtor, or any right to payment or compensation based upon any such interest, whether or not such interest is owned by the Holder of such right to payment or compensation whether or not transferable and whether fully vested or vesting in the future, that existed immediately before the Effective Date.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code, and, with respect to any asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

**New Equity Interests** means the stock shares or membership interests, as applicable, in Aneth to be issued on the Effective Date and distributed in accordance with Sections 4.3 and 4.4 of this Plan, after giving effect to all Restructuring Transactions.

**Other Secured Claim** means any Secured Claim against a Plan Debtor other than a DIP Claim, a Revolving Facility Credit Agreement Claim, or a First Lien Credit Agreement Secured Claim.

**Person** means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

**Petition Date** means May 22, 2019, the date on which the Plan Debtors and EPI commenced the Chapter 11 Cases.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including, without limitation, any appendices, schedules, and supplements to this Plan included in the Plan Supplement), as may be amended, supplemented, amended and restated, or otherwise modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Debtor** or **Plan Debtors** has the meaning set forth in the introductory paragraph of this Plan.

**Plan Distribution** means the payment or distribution of consideration to Holders of Allowed Claims and Allowed Interests under this Plan.

**Plan Document** means any of the documents, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including, without limitation, the documents to be included in the Plan Supplement, as may be modified or amended from time to time.

**Plan Supplement** means a supplemental appendix to this Plan containing, among other things, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, which may include: (i) form of Exit Facility, (ii) form of take-back loan, if any, to be issued pursuant to Sections 4.4 and 4.12, and (iii) any other required documents set forth herein; *provided, however*, that the Plan Supplement shall be subject to the consent rights contained in the RSA; and *provided, further*, that until the Effective Date, the Plan Debtors, with the consent of the AB Parties, and, subject to Riverstone’s consent and consultation rights in the RSA, shall have the right to amend documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of this Plan and the RSA. A final version of the Plan Supplement shall be attached to the Confirmation Order.

**Priority Non-Tax Claim** means any Claim (other than a DIP Claim, a Fee Claim, an Administrative Expense Claim, or a Priority Tax Claim) that is entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

**Priority Tax Claim** means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

**Professional Person** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 333, 363, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

**Non-Debtors** means, collectively, EPL, Elk Grieve Project, LLC, Grieve Pipeline, LLC, Elk Petroleum Madden Gas & CO2, LLC, Elk Operating Company, LLC, Singleton EOR Project, LLC and North Grieve, LLC.

**Rejection Claim** means a claim arising from the Plan Debtors' rejection of an Executory Contract or a lease that is unexpired as of the Petition Date.

**Related Parties** means, with respect to a Person that is a Released Party, collectively, its predecessors, successors, assigns, subsidiaries, direct and indirect Affiliates, managed accounts and funds, current and former officers and directors, principals, shareholders, members, partners, managers, employees, subcontractors, agents, advisory board members, advisors, financial advisors, attorneys, accountants, investment bankers, consultants, agents, representatives, management companies, fund advisors, and other professionals, and such Person's respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such.

**Released Parties** means, collectively, and in each case in their capacities as such during the Chapter 11 Cases: (a) the Plan Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the AB Parties; (e) Riverstone; (f) Patrick Bartels, independent director of EPI; (g) Eugene Davis, independent director of EPI; (h) David Evans, director of EPI; (i) Monica Brisnehan, chief financial officer of the Plan Debtors; (j) Scott Pinsonnault, chief restructuring officer of the Plan Debtors; (k) Dave Koskella, chief operating officer of the Plan Debtors; and (l) each of the Related Parties of the Persons in the foregoing (c)–(e); *provided, however*, that if any of the Persons in the foregoing (c)–(k) (and any Related Parties of the Persons in the foregoing (c)–(k)) “opt out” of, or objects to, the releases provided in this Plan, as applicable, then such Persons shall not be included in the definition of “Released Parties.” Except as set forth in this Plan but otherwise notwithstanding anything to the contrary in this Plan, any Plan Supplement, or the Confirmation Order, no other current or former officers or directors of the Plan Debtors shall constitute Released Parties or shall be released by any of this Plan, the Plan Supplement, or the Confirmation Order. Moreover, the Released Parties shall not include any parties that are the subject of claims or causes of action that are, with the reasonable consent of the AB Parties and in accordance with the RSA, otherwise preserved under the terms of this Plan, as set forth in the Plan Supplement. Notwithstanding any language to the contrary contained in the Disclosure Statement, this Plan, and/or the Confirmation Order, no provision of the Disclosure Statement, this Plan, or the Confirmation Order shall (a) preclude any governmental regulatory agency from enforcing its police or regulatory powers or (b) enjoin, limit, impair, or delay any governmental

regulatory agency from pursuing, in the appropriate forum, any Claims, causes of action, proceedings, or investigations against any non-debtor Person. For the avoidance of doubt, EPI, EOS and the Non-Debtors, and each of their Related Parties, are not Released Parties.

**Releasing Parties** means, collectively, in each case solely in their respective capacities as such: (a) the Plan Debtors, (b) the Reorganized Debtors, (c) the DIP Lenders, (d) the AB Parties, (e) Riverstone, (f) each of the Related Parties of the Persons in the foregoing (c)–(e), and (g) those Holders of Claims and Interests (i) who vote to accept this Plan, (ii) who are Unimpaired under this Plan and do not timely object to the releases provided herein, (iii) whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan and do not “opt out” of, or objects to, granting the releases herein, or (iv) who vote to reject this Plan but do not “opt out” of, or objects to, granting the releases herein; *provided, however*, EPI, EOS and Holders of Claims and Interests that are deemed to have rejected the Plan are not Releasing Parties, and to the extent that EPI, EOS and any Holders of Claims and Interests that are deemed to have rejected the Plan are required to “opt out” of, or object to, granting the releases herein, those Holders of Claims and Interests that are deemed to have rejected the Plan shall be deemed to have “opted out” of, and objected to, granting the releases herein.

**Reorganized Aneth** means Aneth, as reorganized debtor from and after the Effective Date in accordance with this Plan.

**Reorganized Debtors** means Aneth and Resolute, as reorganized debtors from and after the Effective Date in accordance with this Plan.

**Resolute** means Resolute Aneth, LLC, one of the Plan Debtors and proponents of this Plan.

**Restructuring** means the financial restructuring of the Plan Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

**Restructuring Transactions** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date, or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan, including (a) the consummation of the transactions provided for under or contemplated by this Plan; (b) the execution and delivery of appropriate agreements or other documents (including the Plan Documents) containing terms that are consistent with or reasonably necessary to implement the terms of this Plan and that satisfy the requirements of applicable law; (c) the execution and delivery of appropriate instruments (including the Plan Documents) of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of this Plan; (d) any transactions listed as conditions precedent (that are not properly waived) to the occurrence of the Effective Date of the Plan; and (e) all other actions that the Plan Debtors or Reorganized Debtors, as applicable, determine are necessary or appropriate and consistent with this Plan.

**Revolving Facility Credit Agreement** means that certain Senior Revolver Loan Agreement dated as of November 6, 2017, between Aneth, as borrower, and AB Elk Holdings

(as successor-in-interest to CrossFirst Bank), as lender, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**Riverstone** means, collectively, Riverstone Credit Partners - Direct, L.P., Riverstone Credit Partners II - Direct, LP, Riverstone Strategic Credit Partners S, L.P. and Riverstone Strategic Credit Partners A-2 AIV, L.P.

**RSA** means the Restructuring Support Agreement dated May 10, 2019, among the Debtors and the Supporting Holders, as amended and restated.

**Schedule of Cure Amounts** means the schedule of Cure Amounts which are to be paid with respect to the Executory Contracts and Unexpired Leases which are to be assumed pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time in accordance with this Plan, which shall be included in the Plan Supplement.

**Schedule of Rejected Contracts** means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Plan Debtors pursuant to this Plan (which will include the effective dates that such Executory Contracts and Unexpired Leases shall be deemed to be rejected), as the same may be amended, modified, or supplemented from time to time in accordance with this Plan, which shall be included in the Plan Supplement.

**Schedules** means the schedules of Assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests, and all amendments or supplements thereto filed by the Plan Debtors with the Bankruptcy Court to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.

**Secured Claim** means a Claim to the extent (a) secured by a Lien on property of an Estate, the amount of which is equal to or less than the value of such property (i) as set forth in this Plan, (ii) as agreed to by the Holder of such Claim and the Plan Debtors or (iii) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (b) subject to any setoff right of the Holder of such Claim under section 553 of the Bankruptcy Code.

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

**Security** means any “security” as such term is defined in section 101(49) of the Bankruptcy Code.

**Subordinated Claim** means any Claim that is subject to (a) subordination under section 510 of the Bankruptcy Code or any other statute, (b) contractual subordination, or (c) equitable subordination as determined by the Bankruptcy Court in a Final Order, including, without limitation, any Claim (i) for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; (ii) for damages arising from the purchase or sale of such a Security; or (iii) for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.



***Supporting Holders*** means, collectively, the AB Parties and Riverstone.

***Unexpired Lease*** means a lease to which a Plan Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

***Unimpaired*** means any Claim, Interest, or Class of Claims or Interests that is not Impaired.

***Unsecured Term Loan Agreement*** means that certain Term Loan Credit Agreement dated as of February 11, 2019, between EPA, as borrower, the lenders from time to time parties thereto, and AB Elk Holdings, as administrative agent, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time. The Unsecured Term Loan Claims shall be Allowed in the aggregate principal amount outstanding under the Unsecured Term Loan, plus interest, fees, costs, charges, and other obligations arising thereunder, which such Allowed amount shall not be less than \$54,987,794.24.

***U.S. Trustee*** means the United States Trustee for Region 3.

1.2 ***Interpretation; Application of Definitions; Rules of Construction.***

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) 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 reference document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 ***Reference to Monetary Figures.***

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 ***Controlling Document.***

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such

Plan Supplement document or this Plan. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided, however*, that, if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, the provisions of the Confirmation Order shall govern, solely to the extent of such inconsistency, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

**ARTICLE II ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

**2.1 Treatment of Administrative Expense Claims.**

(a) Unless the Bankruptcy Court orders otherwise, all Administrative Expense Claims (other than Fee Claims and fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code) must be filed prior to the Administrative Expense Claim Bar Date.

(b) Except to the extent that a Holder of an Allowed Administrative Expense Claim other than a Fee Claim agrees to a different treatment, on the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than thirty (30) days after the Effective Date), the Holder of such Allowed Administrative Expense Claim shall receive, on account of such Allowed Claim, Cash from the Plan Debtors or Reorganized Debtors in an amount equal to the Allowed amount of such Claim; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Plan Debtors, as Debtors in Possession, shall be paid by the Plan Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

**2.2 Treatment of Fee Claims.**

All Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 363, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall (a) file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (b) be paid in Cash, and in such amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Fee Claim, including, without limitation, the DIP Order. On the Effective Date, the Plan Debtors shall establish and fund the Fee Escrow Account. Fees owing to the applicable Professional Persons shall be paid in Cash to such Professional Persons from funds held in the Fee Escrow Account when such Claims are Allowed by an order of the Bankruptcy Court or authorized to be paid in accordance with an order of the Bankruptcy Court establishing procedures for interim compensation and reimbursement of expenses. The Fee

Escrow Account shall be held in trust for Professional Persons until all Fee Claims Allowed by the Bankruptcy Court have been paid in full. Funds held in the Fee Escrow Account shall not be considered property of the Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full.

Any objections to Fee Claims shall be served and filed (a) no later than twenty-one (21) days after the filing of the final applications for compensation or reimbursement or (b) such later date as ordered by the Bankruptcy Court.

2.3 **Treatment of DIP Claims.**

In full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim Holders of Allowed DIP Claims shall receive payment in full, in Cash, from the Exit Facility. Thereafter, all obligations under the DIP Facility Agreement shall terminate.

2.4 **Treatment of Priority Tax Claims.**

Except to the extent that a Holder of an Allowed Priority Tax Claim of the Plan Debtors agrees to a different treatment, on the Effective Date or as soon thereafter as is reasonably practicable, the Holder of such Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, Cash from the Reorganized Debtors in an amount equal to the Allowed amount of such Claim; *provided, however*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Plan Debtors, as Debtors in Possession, shall be paid by the Reorganized Debtors, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

2.5 **Statutory Fees.**

Notwithstanding anything herein to the contrary, on the Effective Date, the Plan Debtors shall pay, in full, in Cash, any fees due and owing to the U.S. Trustee as of the Confirmation Date pursuant to 28 U.S.C. § 1930(a)(6). On and after the Effective Date, to the extent that the Chapter 11 Cases remains open, and for so long as the Reorganized Debtors remain obligated to pay quarterly fees, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. The Plan Debtors or Reorganized Debtors, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of the Chapter 11 Cases being closed, dismissed, or converted to cases under chapter 7 of the Bankruptcy Code.

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

3.1 **Classification in General.**

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the

Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

### 3.2 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Plan Debtors and specifies which Classes are: (a) Impaired and Unimpaired under this Plan; (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code; and (c) deemed to accept or reject this Plan:

(a) **Aneth.**

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Description</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Priority Non-Tax Claims	All Priority Non-Tax Claims which may be asserted against Aneth	Unimpaired	No (deemed to accept)
Class 2	Other Secured Claims	All Other Secured Claims which may be asserted against Aneth	Unimpaired	No (deemed to accept)
Class 3	Revolving Facility Credit Agreement Claims	All Claims which may be asserted under the Revolving Facility Credit Agreement Claims	Impaired	Yes
Class 4	First Lien Credit Agreement Secured Claims	Claims which may be asserted under the First Lien Credit Agreement	Impaired	Yes
Class 5	General Unsecured Claims	All General Unsecured Claims which may be asserted against Aneth	Impaired	No (deemed to reject)
Class 6	Subordinated Claims	All Subordinated Claims which may be asserted against Aneth	Impaired	No (deemed to reject)
Class 7	Intercompany Claims	All Intercompany Claims which may be asserted by Resolute against Aneth	Unimpaired or Impaired	No (deemed to accept or reject)
Class 8	Interests	All Interests in Aneth	Impaired	No (deemed

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Description</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
				to reject)

(b) **Resolute.**

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Description</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Priority Non-Tax Claims	All Priority Non-Tax Claims which may be asserted against Resolute	Unimpaired	No (deemed to accept)
Class 2	Other Secured Claims	All Other Secured Claims which may be asserted against Resolute	Unimpaired	No (deemed to accept)
Class 3	Revolving Facility Credit Agreement Claims	All Claims which may be asserted under the Revolving Facility Credit Agreement Claims	Impaired	Yes
Class 4	First Lien Credit Agreement Secured Claims	Claims which may be asserted under the First Lien Credit Agreement	Impaired	Yes
Class 5	General Unsecured Claims	All General Unsecured Claims which may be asserted against Aneth	Unimpaired	No (deemed to accept)
Class 6	Subordinated Claims	All Subordinated Claims which may be asserted against Resolute	Unimpaired	No (deemed to accept)
Class 7	Intercompany Claims	All Intercompany Claims which may be asserted by Aneth against Resolute	Unimpaired or Impaired	No (deemed to accept or reject)
Class 8	Interests	All Interests in Resolute	Unimpaired	No (deemed to accept)

3.3 **Elimination of Vacant Classes.**

Any Class (other than Aneth Class 6 and Resolute Class 6) that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

3.4 **Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only Holders of Allowed Claims and Interests in Classes 3 and 4 at Aneth and Resolute are entitled to vote to accept or reject this Plan. An Impaired Class of Claims or Interests shall have accepted this Plan if (i) the Holders of at least two-thirds (2/3) in amount of the Allowed Claims or Interests actually voting in such Class have voted to accept this Plan and (ii) the Holders of more than one-half (1/2) in number of the Allowed Claims or Interests actually voting in such Class have voted to accept this Plan. Holders of Claims and Interests in Classes 3 and 4 at Aneth and Resolute will receive ballots containing detailed voting instructions.

(b) **Deemed Acceptance by Unimpaired Classes.** Holders of Claims in Classes 1 and 2 at Aneth and Classes 1, 2, 5, 6, 7, and 8 at Resolute are Unimpaired and are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(c) **Deemed Rejection by Impaired Classes.** Holders of Claims in Classes 5, 6, and 8 at Aneth shall, except to the extent of the Cash proceeds, if any, of the Aneth Trust Assets, shall neither receive any distribution pursuant to this Plan nor retain any property on account of such Claims. Holders of Claims in Classes 5, 6, and 8 at Aneth are therefore Impaired and are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

3.5 **Cramdown.**

If any Class of Claims or Interests is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Plan Debtors may (a) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.6 **No Waiver.**

Nothing contained in this Plan shall be construed to waive a Plan Debtor's or other Person's right to object on any basis to any Claim.

**ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS.**

4.1 **Aneth Class 1 – Priority Non-Tax Claims**

(a) **Treatment.** On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Non-Tax Claim of Aneth has been paid during the Chapter 11 Cases or agrees to less favorable treatment, each Holder of an Allowed Priority Non-Tax Claim of Aneth shall be paid in full, in Cash; *provided, however*, that Allowed Non-Tax Claims representing liabilities incurred in the ordinary course of business by the Plan Debtors, as Debtors in Possession, that are not yet due and payable as of the Effective Date shall not be paid on the Effective Date but rather shall be paid by the Reorganized Debtors, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities.

(b) **Impairment and Voting.** Allowed Priority Non-Tax Claims of Aneth are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Priority Non-Tax Claims of Aneth are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Priority Non-Tax Claims of Aneth.

4.2 **Aneth Class 2 – Other Secured Claims**

(a) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim of Aneth agrees to less favorable treatment, each Allowed an Allowed Other Secured Claim of Aneth shall, at the election of the Reorganized Debtors, be (i) cured and reinstated pursuant to section 1124(2) of the Bankruptcy Code or (ii) receive such other treatment to render such Allowed Claim Unimpaired. The Hedging Obligations shall be treated as an Other Secured Claim of Aneth (under Class 2) and shall receive such treatment as will render any Claims Unimpaired.

(b) **Impairment and Voting.** Allowed Other Secured Claims of Aneth are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Other Secured Claims of Aneth are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Other Secured Claims of Aneth.

4.3 **Aneth Class 3 – Revolving Facility Credit Agreement Claims**

(a) **Allowance.** The Revolving Facility Credit Agreement Claims shall be Allowed in the aggregate principal amount outstanding under the Revolving Facility Credit Agreement, plus interest, fees, costs, charges, and other obligations arising thereunder, which such Allowed amount shall not be less than \$14,500,000.

(b) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed Revolving Facility Credit Agreement Claim agrees to less favorable treatment, after the net proceeds of the Exit Facility are used to satisfy the following obligations:

(i) first, to provide for \$10,000,000 of availability to fund future operations of the

Reorganized Debtors in accordance with the terms of the Exit Facility;

(ii) second, to pay in full, the Allowed DIP Claims; and

(iii) third, to pay in full, any Allowed First Lien Credit Agreement Secured Claims in accordance with Section 4.4,

the remaining availability under the Exit Facility, if any, shall be used to make Cash payments on account of each Allowed Revolving Facility Credit Agreement Claim. To the extent that the net proceeds of the Exit Facility are not sufficient to satisfy all Allowed Revolving Facility Credit Agreement Claims in full, Holders of Allowed Revolving Facility Credit Agreement Claims shall receive pro rata shares (based upon the aggregate balance of the Revolving Facility Credit Agreement Claim and the First Lien Credit Agreement Claim that remain unpaid after the application of the Cash proceeds of the Exit Facility) of 100% of the New Equity Interests in Reorganized Aneth (subject to dilution for a management incentive plan).

(c) **Impairment and Voting.** Allowed Revolving Facility Credit Agreement Claims are Impaired. Therefore, Holders of Revolving Facility Credit Agreement Claims are entitled to vote to accept or reject this Plan.

#### 4.4 **Aneth Class 4 – First Lien Credit Agreement Secured Claims**

(a) **Allowance.** The First Lien Credit Agreement Secured Claims shall be Allowed in the aggregate principal amount outstanding under the First Lien Credit Agreement, plus interest (including default interest), fees, costs, charges, and other obligations thereunder (including call premium amounts and the exit fee due upon repayment of the First Lien Credit Agreement Claim), which such Allowed amount shall not be less than \$114,000,000.

(b) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed First Lien Credit Agreement Secured Claim agrees to less favorable treatment, each Allowed First Lien Credit Agreement Secured Claim shall be treated as follows:

(i) In the case of any Allowed First Lien Credit Agreement Secured Claim of Riverstone or its Affiliates, after the net proceeds of the Exit Facility are used to satisfy the following obligations:

(A) first, to provide for \$10,000,000 of availability to fund future operations of the Reorganized Debtors in accordance with the terms of the Exit Facility and

(B) second, to pay in full, the Allowed DIP Claims,

the remaining availability under the Exit Facility shall be used to make Cash payments on account of any Allowed First Lien Credit Agreement Secured Claim of Riverstone or its Affiliates. To the extent that the net Cash proceeds of the Exit Facility are not sufficient to satisfy the Allowed First Lien Credit Agreement Secured Claims of Riverstone or its Affiliates in full, Riverstone or its Affiliates shall receive, on account of such remaining Claims, an unsecured take-back loan in the amount sufficient to satisfy the Riverstone



Class 4 Claims that were not satisfied in Cash, on terms to be agreed to by Riverstone, the AB Parties, and the Plan Debtors (the terms of which shall be set forth in the Plan Supplement).

(ii) In the case of any Allowed First Lien Credit Agreement Secured Claims of the AB Parties, the applicable AB Parties shall receive (A) the net Cash proceeds of the Exit Facility, if any, after satisfaction in full in Cash, of the Allowed First Lien Credit Agreement Secured Claims of Riverstone in accordance with Section 4.4(b)(i) and (B) pro rata shares (based upon the aggregate balance of the Revolving Facility Credit Agreement Claim and the First Lien Credit Agreement Claim that remain unpaid after the application of the Cash proceeds of the Exit Facility) of 100% of the New Equity Interests in Reorganized Aneth (subject to dilution for a management incentive plan).

(c) **Impairment and Voting.** Allowed First Lien Credit Agreement Secured Claims are Impaired. Therefore, Holders of First Lien Credit Agreement Secured Claims are entitled to vote to accept or reject this Plan.

#### 4.5 **Aneth Class 5 – General Unsecured Claims**

(a) **Treatment.** The Plan Debtors currently believe that the only General Unsecured Claims against the Aneth are the AB Parties' claims on account of the Unsecured Term Loan Agreement and the deficiency claims of the AB Parties arising in connection with the First Lien Credit Agreement Secured Claims. The Plan Debtors do not believe there are any deficiency claims held by Riverstone after application of section 4.4(b) of the Plan. Subject to the entry of the Confirmation Order, the AB Parties will waive any recovery or distribution on account of such General Unsecured Claims. In the event that any other General Unsecured Claims are Allowed against Aneth, as soon as reasonably practicable after the Effective Date and after the expenses of administering the Aneth Trust are paid in full from the Cash proceeds, if any, of the Aneth Trust Assets, all remaining Cash proceeds of the Aneth Trust Assets, if any, shall be distributed to Holders of Allowed General Unsecured Claims of Aneth on a pro rata basis until such Claims are paid in full.

(b) **Impairment and Voting.** General Unsecured Claims are Impaired and are deemed to reject this Plan. Therefore, Holders of General Unsecured Claims and are not entitled to vote to accept or reject this Plan

#### 4.6 **Aneth Class 6 – Subordinated Claims**

(a) **Treatment.** In the event that any Subordinated Unsecured Claims are Allowed against Aneth, as soon as reasonably practicable after the Effective Date and after the expenses of administering the Aneth Trust and solely to the extent that Aneth Class 5 Claims (General Unsecured Claims) are paid in full from the cash proceeds, if any, of the Aneth Trust Assets, all remaining Cash proceeds of the Aneth Trust Assets, if any, shall be distributed to Holders of Allowed Subordinated Claims of Aneth on a pro rata basis until such Claims are paid in full.

(b) **Impairment and Voting.** Subordinated Claims are Impaired and are deemed to reject this Plan. Therefore, Holders of Subordinated Claims and are not entitled to vote to accept

or reject this Plan.

4.7 **Aneth Class 7 – Intercompany Claims**

(a) **Treatment.** On the Effective Date, all Intercompany Claims that Aneth owes to Resolute shall remain unaffected or shall be waived, at the option of the Reorganized Debtors.

(b) **Impairment and Voting.** Intercompany Claims are Unimpaired or Impaired and are deemed to accept or reject this Plan. Therefore, Holders of Intercompany Claims and are not entitled to vote to accept or reject this Plan.

4.8 **Aneth Class 8 – Interests in Aneth**

(a) **Treatment.** As soon as reasonably practicable after the Effective Date and after the expenses of administering the Aneth Trust, and solely to the extent that Aneth Class 5 Claims (General Unsecured Claims), and Aneth Class 6 Claims (Subordinated Claims) are paid in full from the cash proceeds of the Aneth Trust Assets, all remaining Cash proceeds of the Aneth Trust Assets, if any, shall be distributed to Holders of Interests in Aneth.

(b) **Impairment and Voting.** Interests in Aneth are Impaired and are deemed to reject this Plan. Therefore, Holders of Interests in Aneth and are not entitled to vote to accept or reject this Plan.

4.9 **Resolute Class 1 – Priority Non-Tax Claims**

(a) **Treatment.** On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Priority Non-Tax Claim of Resolute has been paid during the Chapter 11 Cases or agrees to less favorable treatment, each Holder of an Allowed Priority Non-Tax Claim of Resolute shall be paid in full, in Cash.

(b) **Impairment and Voting.** Allowed Priority Non-Tax Claims of Resolute are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Priority Non-Tax Claims of Resolute are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Priority Non-Tax Claims of Resolute.

4.10 **Resolute Class 2 – Other Secured Claims**

(a) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim of Resolute agrees to less favorable treatment, each Allowed an Allowed Other Secured Claim of Resolute shall, at the election of the Reorganized Debtors, be (i) cured and reinstated pursuant to section 1124(2) of the Bankruptcy Code or (ii) receive such other treatment to render such Allowed Claim Unimpaired.

(b) **Impairment and Voting.** Allowed Other Secured Claims of Resolute are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Other Secured Claims of Resolute are conclusively presumed to accept this Plan and are

not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Other Secured Claims of Resolute.

4.11 **Resolute Class 3 – Revolving Facility Credit Agreement Claims**

(a) **Allowance.** The Revolving Facility Credit Agreement Claims shall be Allowed in the aggregate principal amount outstanding under the Revolving Facility Credit Agreement, plus interest, fees, costs, charges, and other obligations arising thereunder, which such Allowed amount shall not be less than \$14,500,000.

(b) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed Revolving Facility Credit Agreement Claim agrees to less favorable treatment, after the net proceeds of the Exit Facility are used to satisfy the following obligations:

- (i) first, to provide for \$10,000,000 of availability to fund future operations of the Reorganized Debtors in accordance with the terms of the Exit Facility;
- (ii) second, to pay in full, the Allowed DIP Claims; and
- (iii) third, to pay in full, any Allowed First Lien Credit Agreement Secured Claims in accordance with Section 4.12,

the remaining availability under the Exit Facility, if any, shall be used to make Cash payments on account of each Allowed Revolving Facility Credit Agreement Claim. To the extent that the net proceeds of the Exit Facility are not sufficient to satisfy all Allowed Revolving Facility Credit Agreement Claims in full, Holders of Allowed Revolving Facility Credit Agreement Claims shall receive pro rata shares (based upon the aggregate balance of the Revolving Facility Credit Agreement Claim and the First Lien Credit Agreement Claim that remain unpaid after the application of the Cash proceeds of the Exit Facility) of 100% of the New Equity Interests in Reorganized Aneth (subject to dilution for a management incentive plan).

(c) **Impairment and Voting.** Allowed Revolving Facility Credit Agreement Claims are Impaired. Therefore, Holders of Revolving Facility Credit Agreement Claims are entitled to vote to accept or reject this Plan.

4.12 **Resolute Class 4 – First Lien Credit Agreement Secured Claims**

(a) **Allowance.** The First Lien Credit Agreement Secured Claims shall be Allowed in the aggregate principal amount outstanding under the First Lien Credit Agreement, plus interest (including default interest), fees, costs, charges, and other obligations thereunder (including call premium amounts and the exit fee due upon repayment of the First Lien Credit Agreement Claim), which such Allowed amount shall not be less than \$114,000,000.

(b) **Treatment.** On the Effective Date, except to the extent that a Holder of an Allowed First Lien Credit Agreement Secured Claim agrees to less favorable treatment, each Allowed First Lien Credit Agreement Secured Claim shall be treated as follows:

- (i) In the case of any Allowed First Lien Credit Agreement Secured Claim of Riverstone

or its Affiliates, after the net proceeds of the Exit Facility are used to satisfy the following obligations:

(A) first, to provide for \$10,000,000 of availability to fund future operations of the Reorganized Debtors in accordance with the terms of the Exit Facility and

(B) second, to pay in full, the Allowed DIP Claims,

the remaining availability under the Exit Facility shall be used to make Cash payments on account of any Allowed First Lien Credit Agreement Secured Claim of Riverstone or its Affiliates. To the extent that the net Cash proceeds of the Exit Facility are not sufficient to satisfy the Allowed First Lien Credit Agreement Secured Claims of Riverstone or its Affiliates in full, Riverstone or its Affiliates shall receive, on account of such remaining Claims, an unsecured take-back loan in the amount sufficient to satisfy the Riverstone Class 4 Claims that were not satisfied in Cash, on terms to be agreed to by Riverstone, the AB Parties, and the Plan Debtors (the terms of which shall be set forth in the Plan Supplement).

(ii) In the case of any Allowed First Lien Credit Agreement Secured Claims of the AB Parties, the applicable AB Parties shall receive (A) the net Cash proceeds of the Exit Facility, if any, after satisfaction in full in Cash, of the Allowed First Lien Credit Agreement Secured Claims of Riverstone in accordance with Section 4.12(b)(i) and (B) pro rata shares (based upon the aggregate balance of the Revolving Facility Credit Agreement Claim and the First Lien Credit Agreement Claim that remain unpaid after the application of the Cash proceeds of the Exit Facility) of 100% of the New Equity Interests in Reorganized Aneth (subject to dilution for a management incentive plan).

(c) **Impairment and Voting.** Allowed First Lien Credit Agreement Secured Claims are Impaired. Therefore, Holders of First Lien Credit Agreement Secured Claims are entitled to vote to accept or reject this Plan.

#### 4.13 **Resolute Class 5 – General Unsecured Claims**

(a) **Treatment.** On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed General Unsecured Claim of Resolute has been paid during the Chapter 11 Cases or agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim of Resolute shall receive, (i) if such Allowed General Unsecured Claim of Resolute is due and payable on or before the Effective Date, payment in full, in Cash, of the unpaid portion of its Allowed General Unsecured Claim of Resolute; (ii) if such Allowed General Unsecured Claim of Resolute is not due and payable on or before the Effective Date, payment in the ordinary course of business consistent with past practices; (iii) such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code; or (iv) such other treatment, as agreed by Reorganized Resolute and the Holder of such Allowed General Unsecured Claim of Resolute, to their mutual satisfaction, such that the Allowed General Unsecured Claim of Resolute shall be rendered unimpaired pursuant to section 1124(1) of the Bankruptcy Code.

(b) **Impairment and Voting.** Allowed General Unsecured Claims of Resolute are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed General Unsecured Claims of Resolute are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed General Unsecured Claims of Resolute.

4.14 **Resolute Class 6 – Subordinated Claims**

(a) **Treatment.** On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Subordinated Claim of Resolute has been paid during the Chapter 11 Cases or agrees to less favorable treatment, each Holder of an Allowed Subordinated Claim of Resolute shall receive, (i) if such Allowed Subordinated Claim of Resolute is due and payable on or before the Effective Date, payment in full, in Cash, of the unpaid portion of its Allowed Subordinated Claim of Resolute; (ii) if such Allowed Subordinated Claim of Resolute is not due and payable on or before the Effective Date, payment in the ordinary course of business consistent with past practices; (iii) such other distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code; or (iv) such other treatment, as agreed by Reorganized Resolute and the Holder of such Allowed Subordinated Claim of Resolute, to their mutual satisfaction, such that the Allowed Subordinated Claim of Resolute shall be rendered unimpaired pursuant to section 1124(1) of the Bankruptcy Code.

(b) **Impairment and Voting.** Allowed Subordinated Claims of Resolute are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Subordinated Claims of Resolute are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Subordinated Claims of Resolute.

4.15 **Resolute Class 7 – Intercompany Claims**

(a) **Treatment.** On the Effective Date, all Intercompany Claims that Resolute owes to Aneth shall remain unaffected or shall be waived, at the option of the Reorganized Debtors.

(b) **Impairment and Voting.** Intercompany Claims are Unimpaired or Impaired and are deemed to accept or reject this Plan. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan.

4.16 **Resolute Class 8 – Interests in Resolute**

(a) **Treatment.** On the Effective Date, all Interests in Resolute shall remain unaffected, and the Holders of such Interests shall retain all legal, equitable, and contractual rights to which Holders of such Interests are otherwise entitled.

(b) **Impairment and Voting.** Interests in Resolute are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Interests in Resolute are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Interests.

4.17 **Plan Debtors' Rights in Respect of Unimpaired Claims.**

Except as otherwise provided in this Plan, the Plan Debtors, the Reorganized Debtors and any other Person shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment, if any, as to Unimpaired Claims. Holders of Unimpaired Claims shall not be required to file a proof of claim with the Bankruptcy Court and shall retain all their rights under applicable non-bankruptcy law to pursue their Unimpaired Claims in any forum with jurisdiction over the parties. Notwithstanding anything to the contrary in this Plan, each Holder of an Allowed Unimpaired Claim shall be entitled to enforce its rights in respect of such Unimpaired Claim against the Plan Debtors or the Reorganized Debtors, as applicable, until such Unimpaired Claim has been either (a) paid in full (i) on terms agreed to between the Holder of such Unimpaired Claim and the Plan Debtors or the Reorganized Debtors, as applicable, or (ii) in accordance with the terms and conditions of the applicable documentation or laws giving rise to such Unimpaired Claim or (b) otherwise satisfied or disposed of as determined by a court of competent jurisdiction. If the Plan Debtors or the Reorganized Debtors dispute any Unimpaired Claim, such dispute shall be determined, resolved or adjudicated pursuant to applicable non-bankruptcy law.

4.18 **Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.3 of this Plan shall receive no Plan Distribution.

4.19 **Subordinated Claims.**

Pursuant to section 510 of the Bankruptcy Code, the Plan Debtors or the Reorganized Debtors, as applicable, reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE V MEANS FOR IMPLEMENTATION.**

5.1 **Corporate and Organizational Existence; Reorganized Capital Structure.**

Except as otherwise provided in this Plan, the Plan Debtors shall continue to exist after the Effective Date, with all the powers of a limited liability company pursuant to the laws of the State of Delaware and pursuant to their limited liability company agreements in effect prior to the Effective Date, as amended by this Plan, the Plan Supplement, or otherwise.

On the Effective Date, the new capital structure of the Reorganized Debtors shall consist of the Exit Facility and the New Equity Interests in Aneth.

5.2 **Organizational Documents.**

On the Effective Date, pursuant to this Plan, the amended limited liability company agreements for the Reorganized Debtors shall become effective and be deemed to amend and restate the Plan Debtors' existing limited liability company agreements and each Holder of New Equity Interests in Aneth shall be automatically deemed a party thereto and bound thereby in accordance with the terms of the amended limited liability company agreements. To the extent

necessary, the organizational documents of the Reorganized Debtors will (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code, and (ii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and restate the amended limited liability company agreements, and other applicable organizational documents, as permitted by applicable law and pursuant to the terms contained therein.

### 5.3 Corporate Reorganization.

On the Effective Date and without the need for any further corporate action or approval of any board of directors, management, or shareholders of any Plan Debtor, the certificates and all other documents representing intercompany interests in the Plan Debtors shall be deemed to be in full force and effect unless otherwise provided in the Plan Supplement.

### 5.4 Restructuring Transactions.

(a) On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors, as applicable, may take all actions consistent with this Plan as may be necessary or appropriate, subject to the consent rights in the RSA, to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with this Plan, as set forth in the Plan Supplement.

(b) On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, subject to the consent rights in the RSA, take such action as permitted by applicable law, and such Reorganized Debtor's organizational documents, as such Reorganized Debtor may determine is reasonable and appropriate (subject to the satisfaction of the AB Parties), including, without limitation, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (ii) a Reorganized Debtor to be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; or (iv) the closure of the Reorganized Debtor's Chapter 11 Cases on the Effective Date or any time thereafter. The Restructuring and related transactions shall be structured in a tax efficient manner for the Debtors and the Supporting Holders.

(c) On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors, subject to the consent rights in the RSA, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan, including, without limitation: (i) 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 this Plan and the Plan Documents and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree; (ii) 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 this Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate

certificates or articles of incorporation and amendments thereto, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law; (iv) the Restructuring Transactions; and (v) all other actions that the applicable Persons determine to be necessary or appropriate, including, without limitation, making filings or recordings that may be required by applicable law.

**5.5 Authorization, Issuance, and Delivery of New Equity Interests.**

On the Effective Date, the Debtors are authorized to issue or cause to be issued and shall issue the New Equity Interests in Aneth for distribution in accordance with the terms of this Plan and the RSA without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person subject to the terms of this Plan and the amended limited liability company agreements.

**5.6 Officers and Boards of Directors.**

(a) The composition of the boards of directors of each Reorganized Debtor and the identity of the officers of the Reorganized Debtors, which shall be acceptable to the AB Parties, shall be disclosed in the Plan Supplement.

(b) Except to the extent that a member of the board of directors of a Plan Debtor continues to serve as a director of such Reorganized Debtor on the Effective Date, the members of the board of directors of each Plan Debtor prior to the Effective Date, in their capacities as such, shall be deemed to have resigned or shall otherwise cease to be a director of the applicable Plan Debtor on the Effective Date. Commencing on the Effective Date, each of the directors of each of the Reorganized Debtors shall serve pursuant to the terms of the applicable organizational documents of such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents.

**5.7 Insurance and Indemnification Obligations.**

(a) The Reorganized Debtors shall continue to satisfy their D&O Liability Insurance Policies in full, and continue such programs in the ordinary course of business. The Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy in effect prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Plan Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers, employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in this Plan, the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policy as the Reorganized Debtors may deem necessary, including by purchasing any employee liability tail coverage.

(b) Each of the D&O Liability Insurance Policies shall be treated as Executory Contracts under this Plan. Unless otherwise provided in this Plan, on the Effective Date: (i) the Reorganized Debtors shall be deemed to have assumed or assumed and assigned, as applicable, all such D&O Liability Insurance Policies without the need for any further notice to or action,



order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to section 365 of the Bankruptcy Code; and (ii) such D&O Liability Insurance Policies shall revest in the applicable Reorganized Debtor.

(c) The indemnification provisions in any Indemnification Agreement with respect to or based upon any act or omission taken or omitted by an indemnified party in such indemnified party's capacity under such Indemnification Agreement will be Unimpaired (or assumed, as the case may be) and will survive effectiveness of this Plan; *provided, however*, that nothing in this Article of this Plan shall (i) reinstate any Claim against the Plan Debtors which has been released or discharged in any contract, instrument, release or other agreement or document entered into or delivered prior to the Petition Date, or (ii) provide for the assumption of any indemnification agreement not expressly assumed pursuant to this Plan.

5.8 **Employment Agreements.**

All determinations with respect to employment agreements, compensation plans, and indemnification provisions, including with respect to assumption or rejection of such contracts and agreements, shall be acceptable to the AB Parties, in consultation with Riverstone (in the event that Riverstone's First Lien Credit Agreement Claim is not paid in full by the proceeds of the Exit Facility).

5.9 **Post-Confirmation Capitalization.**

In addition to the Exit Facility, the Reorganized Debtors will be capitalized in a manner determined by Holders of New Equity Interests, in their sole discretion.

5.10 **Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, or in any Plan Document, on the Effective Date, all agreements, instruments, and other documents evidencing any prepetition Claim or Interest and any rights of any Holder in respect thereof shall be deemed cancelled and of no force or effect. The Holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan.

5.11 **Cancellation of Certain Existing Security Interests.**

Unless the Holder of an Allowed Other Secured Claim receives the return of applicable Collateral in satisfaction of such Allowed Other Secured Claim, upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the Holder of such Allowed Other Secured Claim shall deliver to the Reorganized Debtors any Collateral or other property of a Plan Debtor held by such Holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or *lis pendens*, or similar interests or documents.

5.12 **Assumption of Executory Contracts and Unexpired Leases.**

All Executory Contracts and Unexpired Leases that are not listed on the Schedule of Rejected Contracts shall be assumed on the Effective Date, and all Cure Amounts for such assumed Executory Contracts and Unexpired Leases shall be satisfied in accordance with Section 9.2 of this Plan.

5.13 **Plan Funding.**

Plan Distributions to be made by the Reorganized Debtors shall be paid from the assets of the Reorganized Debtors (including the proceeds of the Exit Facility), and Plan Distributions to be made by the Aneth Trustee, if any, shall be paid from the Aneth Trust Assets.

5.14 **Exit Financing.**

(a) The Plan Debtors shall obtain a commitment for the Exit Financing on terms reasonably acceptable to the Plan Debtors and the AB Parties. The Plan Debtors shall seek to obtain the Exit Financing on the terms and conditions that are set forth in the RSA or, if financing on such terms cannot be obtained, on terms and conditions consistent with current market conditions, subject to the consent rights contained in the RSA.

(b) Subject to providing for \$10,000,000 of availability to fund future operations of the Reorganized Debtors, the Exit Facility will be drawn on the Effective Date, or as soon as thereafter as reasonably practicable, to first pay in full the Allowed DIP Claims, second to pay the Allowed First Lien Credit Agreement Secured Claims in accordance with Sections 4.4 and 4.12, and third to pay the Allowed Revolving Facility Credit Agreement Claims in accordance with Sections 4.3 and 4.11. In the event that the Exit Facility is sufficient to satisfy the Allowed DIP Claims and any Allowed First Lien Credit Agreement Secured Claims of Riverstone or its Affiliates, the remainder of the Exit Facility (subject to the \$10,000,000 of availability that will be retained to fund future operations of the Reorganized Debtors) shall be drawn on the Effective Date, or as soon as thereafter as reasonably practicable, to make Cash payments on account of the Revolving Facility Credit Agreement Claims.

5.15 **Establishment and Funding of Aneth Trust.**

On the Effective Date, the Aneth Trust shall be established in accordance with Article VI of this Plan. The Aneth Trust will be funded in accordance with this Plan and the Aneth Trust Agreement.

**ARTICLE VI ANETH TRUST.**

6.1 **Aneth Trust Agreement.**

The Aneth Trust shall be governed and administered in accordance with the Aneth Trust Agreement and this Plan, including, but not limited to (a) distributions to Aneth Trust Beneficiaries, (b) authority and appointment of the Aneth Trustee, (c) authority and appointment of the Aneth Trust Oversight Board, (d) compensation of the Aneth Trustee, (e) vesting of Aneth Trust Assets, and (f) payment of costs and expenses of the Aneth Trust.

## 6.2 Tax Treatment.

It is intended that the Aneth Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” within the meaning of Sections 671 through 679 of the Internal Revenue Code, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the Aneth Trust. In furtherance of this objective, the Aneth Trustee shall, in its business judgment, make continuing best efforts not to unduly prolong the duration of the Aneth Trust. All assets held by the Aneth Trust on the Effective Date shall be deemed for federal income tax purposes (a) to have been distributed (subject to any obligations relating to such assets) by the Plan Debtors or Reorganized Debtors on a Pro Rata share basis to the Aneth Trust Beneficiaries (other than the assets allocable to any disputed ownership fund) in partial satisfaction of their Allowed Claims (with each such Aneth Trust Beneficiary receiving an undivided interest in such assets in accordance with its economic interests in such assets) and (b) immediately thereafter contributed by such Aneth Trust Beneficiaries to the Aneth Trust in exchange for their Aneth Trust Interests. As soon as practicable after the establishment of the Aneth Trust, the Aneth Trustee shall determine the value of the assets transferred to the Aneth Trust, and the Aneth Trustee shall apprise, in writing, the Aneth Trust Beneficiaries of such valuation. The Plan Debtors and all Aneth Trust Beneficiaries shall use the valuation of the assets transferred to the Aneth Trust as established by the Aneth Trustee for all federal income tax purposes. The Aneth Trust shall bear all of the reasonable costs and expenses incurred in connection with determining such value, including the fees and expenses of any professionals retained in connection therewith. The Aneth Trust Beneficiaries will be treated as the deemed owners of the Aneth Trust (other than the assets allocable to any disputed ownership fund) consistent with their economic interests therein, for all federal income tax purposes. The Aneth Trust will be responsible for filing information on behalf of the Aneth Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

Subject to contrary definitive guidance from the Internal Revenue Service or a court of competent jurisdiction (including the receipt by the Aneth Trustee of a private letter ruling if the Aneth Trustee so requests or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Aneth Trustee), the Aneth Trustee may timely elect to treat any disputed claims reserve as a “disputed ownership fund” governed by Treasury Regulation Section 1.468B-9 and, to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Aneth Trustee, the Plan Debtors, and the Aneth Trust Beneficiaries) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

The Aneth Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code or any provision of any foreign, state, or local tax law with respect to any payment or distribution to the Aneth Trust Beneficiaries. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Aneth Trust Beneficiaries for all purposes of the Aneth Trust Agreement. The Aneth Trustee shall be authorized to collect such tax information from the Aneth Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate this Plan, the Confirmation Order, and the Aneth Trust Agreement. In order to receive distributions under this

Plan, all Aneth Trust Beneficiaries will need to identify themselves to the Aneth Trustee and provide tax information and the specifics of their holdings, to the extent the Aneth Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable). This identification requirement may, in certain cases, extend to holders who hold their securities in street name. The Aneth Trustee may refuse to make a distribution to any Aneth Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Aneth Trust Beneficiary, the Aneth Trustee shall make such distribution to which the Aneth Trust Beneficiary is entitled, without interest; and, provided, further, that, if the Aneth Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Aneth Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Aneth Trustee for such liability.

### 6.3 **Tax Reporting.**

(a) The Aneth Trustee shall file tax returns for the Aneth Trust treating the Aneth Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Section 6.3(a). The Aneth Trustee also will annually send to each Liquidation Trust Beneficiary a separate statement setting forth the Aneth Trust Beneficiary's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Aneth Trust) as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. The Aneth Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Aneth Trust that is required by any governmental unit.

(b) The valuation of the Aneth Trust Assets prepared pursuant to Section 6.2 of this Plan shall be used consistently by all parties (including the Aneth Trustee and the Aneth Trust Beneficiaries) for all federal income tax purposes.

(c) The Aneth Trustee shall be responsible for making payments, out of the Aneth Trust Assets, of any taxes imposed on the Aneth Trust or the Aneth Trust Assets, including any disputed ownership fund. In the event, and to the extent, any Cash retained on account of Disputed Claims in a disputed ownership fund is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such Taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims or (ii) to the extent that such Disputed Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Aneth Trustee as a result of the resolution of such Disputed Claims.

(d) The Aneth Trustee may request an expedited determination of taxes of the Aneth Trust, including the disputed claims reserve, or the Plan Debtors under section 505(b) of the Bankruptcy Code, for all tax returns filed for, or on behalf of, the Aneth Trust or the Plan Debtors for all taxable periods through the dissolution of the Aneth Trust.

6.4 **Aneth Trust Assets.**

On the Effective Date, or on such other date as is set forth in the Aneth Trust Agreement, pursuant to section 1123(b)(3) of the Bankruptcy Code, the Plan Debtors shall transfer their interests in the Aneth Trust Assets (and shall be deemed to transfer) to the Aneth Trust, free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, without the need for any Person to take any further action or obtain any approval, and the Aneth Trust shall be authorized as the representative of the Estates to pursue the Aneth Trust Causes of Action; and each holder of an Allowed Claim or Interest shall contribute to the Aneth Trust their interests in the Aneth Trust Causes of Action, and the Aneth Trust shall be authorized as the representative of the Estates to pursue such Aneth Trust Causes of Action.

6.5 **Aneth Trust Causes of Action.**

(a) Aneth Trust Causes of Action shall exclude any action released or settled pursuant to this Plan or an order of the Bankruptcy Court.

(b) The Aneth Trustee or any successors may pursue such litigation claims in accordance with the best interests of the Aneth Trust or any successor holding such rights of action. **No Person may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Aneth Trust Cause of Action against them as any indication that the Aneth Trust will not pursue any and all available Aneth Trust Causes of Action against them. The Aneth Trust expressly reserves all rights to prosecute any and all Aneth Trust Causes of Action against any Person, except as otherwise provided in this Plan.** Unless any Aneth Trust Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or an order of the Bankruptcy Court, the Aneth Trust expressly reserves all Aneth Trust Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Aneth Trust Causes of Action upon, after, or as a consequence of, confirmation or consummation of this Plan.

6.6 **Claims Resolution.**

Following the Effective Date, the Aneth Trustee shall be responsible for all aspects of the Claims and Interests resolution process related to Claims and Interests to be satisfied from the Aneth Trust Assets and all costs associated with such resolution process. The Reorganized Debtors shall reasonably cooperate with the Aneth Trustee and provide reasonable access to and preserve all books and records which shall be reasonably necessary for the reconciliation of such Claims and Interests at no cost to the Aneth Trust.

6.7 **Transition Services and Preservation of Documents.**

To the extent reasonably necessary to permit the Aneth Trustee to pursue claims and to object to and resolve Disputed Claims, the Reorganized Debtors and the Aneth Trustee shall enter into a Transition Services Agreement to permit such access without disruption of the Reorganized Debtors' business.

6.8 **Indemnification and Exculpation.**

The Aneth Trustee, the Aneth Trustee's agents and professionals, and the members of the Aneth Trust Oversight Board shall not be liable for actions taken or omitted in its capacity as, or on behalf of, the Aneth Trust, except those acts arising out of its or their own willful misconduct or gross negligence (including any court-imposed sanctions), and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Aneth Trust, except for any actions or inactions involving willful misconduct or gross negligence (including any court-imposed sanctions). The Aneth Trustee shall obtain insurance coverage for the benefit of the Aneth Trustee and the Aneth Trust Oversight Board, and any indemnification claim of the Aneth Trustee (and the other parties entitled to indemnification under this subsection) shall be satisfied in accordance with the Aneth Trust Agreement. The Aneth Trustee and the members of the Aneth Trust Oversight Board shall be entitled to rely, in good faith, on the advice of their retained professionals.

6.9 **Preservation of Privilege and Defenses.**

No action taken by the Plan Debtors or Reorganized Debtors in connection with this Plan, shall be (or be deemed to be) a waiver of any privilege or immunity of the Plan Debtors or Reorganized Debtors, as applicable, including any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral). The Confirmation Order shall provide that, notwithstanding the Reorganized Debtors' providing any privileged information to the Aneth Trustee, the Aneth Trust, or any party or person associated with the Aneth Trust, such privileged information shall be without waiver in recognition of the joint and/or successorship interest in prosecuting any Claim or Cause of Action on behalf of the Estates and shall remain privileged. The Confirmation Order shall provide that the Aneth Trust shall have no right to waive the attorney-client privilege, work product, or other protection of any information received from the Reorganized Debtors. The Plan Debtors (or the Reorganized Debtors) retain the right to waive their own privileges. The Aneth Trust shall have no right to any privileged information or analysis of the Plan Debtors or the Reorganized Debtors.

6.10 **No Bonding of Aneth Trust Claims.**

There shall be no bonding of the Aneth Trustee.

6.11 **Recourse Solely to Aneth Trust Assets**

On the Effective Date, except as otherwise provided in the Plan, all Aneth Class 5 Claims (General Unsecured Claims), Aneth Class 6 Claims (Subordinated Claims) and Aneth Class 8 Interests against Aneth are deemed satisfied, waived and released as to Aneth in exchange for the treatment of such Claims under this Plan, and, except as otherwise set forth in this Plan or any other Final Orders of the Bankruptcy Court, Holders of Allowed Claims against Aneth will have recourse solely to the Aneth Trust Assets for the payment of their Allowed Claims in accordance with the terms of this Plan and the Aneth Trust Agreement.

## **ARTICLE VII DISTRIBUTIONS.**

### **7.1 Distributions Generally.**

The Reorganized Debtors and the Aneth Trustee shall make all Plan Distributions to the appropriate Holders of Allowed Claims and Allowed Interests that are required to be made in accordance with the terms of this Plan.

### **7.2 Date of Distributions.**

Unless otherwise provided in this Plan, any distributions and deliveries to be made under this Plan shall be made on the Effective Date or as soon thereafter as is practicable.

### **7.3 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of Holders of Claims and Interests in each Class, as maintained by the Plan Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record Holders of any Claims or Interests after the Distribution Record Date. Neither the Reorganized Debtors nor the Aneth Trustee shall have any obligation to recognize any transfer of a Claim or Interest occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, the Reorganized Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

### **7.4 Delivery of Distributions.**

The Reorganized Debtors and the Aneth Trustee will issue or cause to be issued, the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions to any Holder of an Allowed Claim as and when required by this Plan at: (a) the address of such Holder on the books and records of the Plan Debtors or their agents; or (b) at the address in any written notice of address change delivered to the Reorganized Debtors or the Aneth Trustee, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any distribution to any Holder is returned as undeliverable, no distribution or payment to such Holder shall be made unless and until the Reorganized Debtors or the Aneth Trustee, as applicable, have been notified of the then-current address of such Holder, at which time, or as soon thereafter as reasonably practicable, such distribution shall be made to such Holder without interest.

### **7.5 Unclaimed Property.**

The Reorganized Debtors and the Aneth Trustee shall have no obligation to attempt to locate any Holder of an Allowed Claim or an Allowed Interest other than by reviewing the Plan Debtors' books and records and the Bankruptcy Court's filings. One hundred eighty (180) days after a distribution payable by the Reorganized Debtors is returned as undeliverable, such undeliverable distributions shall revert to the Reorganized Debtors. One hundred eighty (180)

days after a distribution payable by the Aneth Trust is returned as undeliverable, such undeliverable distributions shall revert to the Aneth Trust.

7.6 **De Minimis Cash Distributions.**

The Aneth Trustee shall not have any obligation to make a distribution of Cash less than \$50.00.

7.7 **Satisfaction of Claims and Interests.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims and Interests under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims and Interests.

Holders of Claims in Aneth Class 3 and Resolute Class 3 and Holders of Claims in Aneth Class 4 and Resolute Class 4 are subject to a single recovery against the Plan Debtors on account of their Claims.

7.8 **Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Reorganized Debtors or the Aneth Trustee, as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Plan Debtors.

7.9 **No Distribution in Excess of Amount of Allowed Claim or Interest.**

Notwithstanding anything to the contrary in this Plan, no Holder of an Allowed Claim or Interest shall receive, on account of such Allowed Claim or Interest, Plan Distributions in excess of the Allowed amount of such Claim or Interest.

7.10 **Claims Paid or Payable by Third Parties.**

(a) A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Plan Debtor, a Reorganized Debtor, or the Aneth Trustee. To the extent that a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Plan Debtor, a Reorganized Debtor, or the Aneth Trustee on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors or the Aneth Trustee, as applicable, to the extent that the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors or the Aneth Trustee, as applicable, annualized interest (at the federal judgment rate under 28 U.S.C. § 1961) on such amount until the amount is repaid. Notwithstanding anything to the contrary in this Plan, the guarantees provided by EPI and Parent to the AB Parties shall not



be affected by this Plan, and any recoveries that the AB Parties recover on account of such guarantees shall not affect any distributions that the AB Parties receive under this Plan.

(b) No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Plan Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Plan 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.

**7.11 Allocation of Distributions between Principal and Interest.**

Except as otherwise provided in this Plan, to the extent that any Allowed Claim or Interest entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount (as determined for federal income tax purposes) of the Claim or Interest and then to accrued but unpaid interest.

**7.12 Exemption from Securities Laws.**

The issuance of and the distribution under this Plan of the New Equity Interests in Aneth shall be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. These Securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the Holder is an "underwriter" with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

**7.13 Setoffs and Recoupments.**

Each Reorganized Debtor or the Aneth Trustee, as applicable, or its designee, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Reorganized Debtor, or the Aneth Trustee, as applicable, or its successors may hold against the Holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount with the Holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided, however*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or the Aneth Trustee, as applicable, or its successor of any claims, rights, or Causes of Action that may exist against such Holder.

7.14 **Withholding and Reporting Requirements.**

In connection with this Plan and all instruments issued in connection therewith and distributed thereon, the Debtors, the Reorganized Debtors, and the Aneth Trustee shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Plan Distributions under this Plan shall be subject to any such withholding or reporting requirements. The distributing party may request a Holder of an Allowed Claim or Interest to complete and return a Form W-8 or W-9 (or any other appropriate forms), as applicable, to each such Holder. In the case of a non-Cash Plan Distribution, if such Form W-8 or W-9 is requested and not submitted to the distributing party within ten (10) days of such request, the distributing party may, in its discretion, either (a) withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax, or (b) require the intended recipient of such distribution to provide the withholding agent with an amount of Cash sufficient to satisfy such withholding tax as a condition to receiving such distribution. If such Form is requested and submitted to the distributing party within ten (10) days of the request, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay over the withholding tax; *provided, however*, that, the distributing party shall first notify the intended recipient of such contemplated sale and offer the intended recipient the opportunity to provide sufficient Cash to satisfy such withholding tax in lieu of such sale. The distributing party shall have the right, but not the obligation, not to make a Plan Distribution until its withholding obligation is satisfied pursuant to the preceding sentences. If an intended recipient of a non-Cash Plan Distribution is required to provide or has agreed to provide the withholding agent with the Cash necessary to satisfy the withholding tax pursuant to this section and such person fails to comply before the date that is one year after the request is made, the amount of such Plan Distribution shall irrevocably revert to the applicable Reorganized Debtor, and any Claim or Interest in respect of such Plan Distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property. Any amounts withheld or reallocated pursuant hereto shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

Notwithstanding the above, each Holder of an Allowed Claim or Interest that is to receive a Plan Distribution under this 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 Plan Distribution.

7.15 **Surrender of Canceled Instruments or Securities.**

Except as otherwise provided herein, as a condition precedent to receiving any distribution on account of its Allowed Claim, the Holder of the Allowed Claim in the Class based upon an instrument or other security shall be deemed to have surrendered such instrument, security or other documentation underlying such Claim and all such surrendered instruments, securities and other documentation shall be deemed canceled pursuant to this Plan.

## **ARTICLE VIII PROCEDURES FOR RESOLVING CLAIMS.**

### **8.1 Disputed Claims Process.**

The Aneth Trustee shall be entitled to file objections to all Claims in Aneth Classes 5 and 6, and the Reorganized Debtors shall be entitled to file objections to Claims in all Classes, and such objections may only be filed against Claims that are otherwise not Allowed Claims under this Plan or otherwise. All objections to Claims shall be served and filed on or before the later of (a) one hundred eighty (180) days after the Effective Date or (b) such later date as may be fixed by the Bankruptcy Court upon any request by the Reorganized Debtors or the Aneth Trustee, as applicable, which is filed prior to the expiration of any deadline set forth herein.

### **8.2 Estimation of Claims.**

The Reorganized Debtors or the Aneth Trustee, as applicable, may, at any time, request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, 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 during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Reorganized Debtors, or the Aneth Trustee, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. The aforementioned objection, estimation, and resolution procedures are intended to be cumulative and rather than procedures that are exclusive of the others.

### **8.3 Claim Resolution Procedures Cumulative.**

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

### **8.4 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

### **8.5 Distributions after Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors

or the Aneth Trustee, as applicable, shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any interest to be paid on account of such Claim, unless required by the Bankruptcy Code.

## **ARTICLE IX EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

### **9.1 General Treatment.**

As of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, all Executory Contracts and Unexpired Leases shall be deemed assumed, unless such contract or lease (a) was previously assumed or rejected by the Plan Debtors, pursuant to a Final Order of the Bankruptcy Court, (b) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, or (c) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts, which shall be subject to the consent of the AB Parties. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms (or as assigned to a Reorganized Debtor, as indicated in the Plan Supplement), except as modified by the provisions of this Plan, any Final Order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

### **9.2 Determination of Cure Disputes and Deemed Consent.**

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed hereunder is in default, as well as any nonmonetary defaults, shall be satisfied, to the extent required under section 365(b)(1) of the Bankruptcy Code, by the Reorganized Debtors upon assumption thereof. The Schedule of Cure Amounts shall set forth the proposed Cure Amount, if any, of each Executory Contract or Unexpired Lease to be assumed hereunder. If any Executory Contract or Unexpired Lease is not included in the Schedule of Cure Amounts, the proposed Cure Amount for such Executory Contract or Unexpired Lease shall be deemed to be zero dollars (\$0).

If any counterparty to an Executory Contract or Unexpired Lease disputes (a) any Cure Amount, (b) the ability of the Reorganized Debtors to provide adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, (c) whether a nonmonetary default is required to be cured, or (d) any other matter pertaining to assumption, such counterparty must file an objection with the Bankruptcy Court within seven (7) days after the filing of the Schedule of Cure Amounts. Such disputes shall be adjudicated by the Bankruptcy Court prior to the assumption of such Executory Contracts and Unexpired Leases becoming effective; *provided, however*, that the Reorganized Debtors may reject any Executory Contract or Unexpired Lease not later than thirty (30) days after the entry of a Final Order resolving any such dispute. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the notice of the proposed assumption and assignment of such Executory Contract or Unexpired Lease or the relevant Cure Amount within seven (7) days after the filing thereof shall be deemed to have assented to such

assumption and/or Cure Amount (and that no nonmonetary defaults exist) and shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or the amount of such Cure Amount thereafter.

Any proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

9.3 **Rejection Damages Claims.**

Any counterparty to a contract or lease that is identified on the Schedule of Rejected Contracts or is otherwise rejected by the Plan Debtors must file and serve a proof of Claim on the applicable Plan Debtor that is party to the contract or lease to be rejected no later than thirty (30) days after the later of (a) the Confirmation Date or (b) the effective date of rejection of such Executory Contract or Unexpired Lease. Any counterparty that fails to assert such a Claim in a timely manner shall be forever barred, estopped, and enjoined from asserting such Claim against the Reorganized Debtors or the Aneth Trust.

9.4 **Reservation of Rights.**

(a) Neither the exclusion nor the inclusion by the Plan Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, will constitute an admission by the Plan Debtors that any such contract or lease is or is not an Executory Contract or Unexpired Lease or that the Plan Debtors or the Reorganized Debtors or their respective Affiliates has any liability thereunder.

(b) Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Plan Debtors or the Reorganized Debtors under any Executory Contract, non-Executory Contract, Unexpired Lease or expired lease.

(c) Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Plan Debtors or the Reorganized Debtors, as applicable, under any Executory Contract, non-Executory Contract, Unexpired Lease or expired lease.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Plan Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

**ARTICLE X                    CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.**

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

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(a)    an order shall have been entered authorizing EPI to sell or otherwise transfer all Interests of EOS to Reorganized Aneth on the Effective Date;

(b)    in connection with EPI's transfer of the Interests of EOS to Reorganized Aneth, EPI and EOS, on the one hand, and the Supporting Holders, on the other hand, shall have entered into full and unconditional mutual releases of any and all claims and causes of action;

(c)    all executory contracts and unexpired leases that are required to be assumed by EPI and assigned to EOS at the request of the AB Parties in accordance with the RSA shall have been assumed and assigned to EOS;

(d)    the RSA shall remain in effect as of the Effective Date;

(e)    no Event of Default under the DIP Credit Facility shall have occurred and be continuing that has not been waived in accordance with the terms of the DIP Credit Facility;

(f)    the Plan Supplement, including the Plan Documents, has been filed;

(g)    the Plan Documents contain terms and conditions consistent in all material respects with this Plan;

(h)    the Bankruptcy Court has entered the Confirmation Order in form and substance satisfactory to the Plan Debtors and the Supporting Holders;

(i)    the Fee Escrow Account shall have been funded;

(j)    the Confirmation Order has become a Final Order and has not been stayed, modified, or vacated on appeal;

(k)    the Exit Facility has closed and has become effective;

(l)    all governmental and third-party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions provided for in this Plan have been obtained, are not subject to unfulfilled conditions, and are in full force and effect, and all applicable waiting periods have expired without any action having been taken by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; and

(m)    all documents and agreements necessary to implement this Plan shall have (i) been tendered for delivery and (ii) been effected or executed by all Persons party thereto, and all

conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

10.2 **Waiver of Conditions Precedent.**

(a) The conditions precedent to the occurrence of the Effective Date under Section 10.1 of this Plan may be waived upon the agreement of the Plan Debtors and the Supporting Holders; *provided, however*, that the condition requiring that the Confirmation Order shall have been entered by the Bankruptcy Court may not be waived. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the “equitable mootness” doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge this Plan in any court.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

10.3 **Effect of Failure of a Condition.**

If the conditions listed in Section 10.1 of this Plan are not satisfied or waived in accordance with Section 10.2 of this Plan on or before the first Business Day that is more than sixty (60) days after the date on which the Confirmation Order is entered, the Plan Debtors, with the consent of the Supporting Holders, may file a notice with the Bankruptcy Court that this Plan is null and void in all respects and that nothing contained in this Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Plan Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Plan Debtors or any other Person.

**ARTICLE XI EFFECT OF CONFIRMATION.**

11.1 **Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind every Holder of a Claim against or Interest in any Plan Debtor and inure to the benefit of and be binding on such Holder’s respective successors and assigns, regardless of whether the Claim or Interest of such Holder is Impaired under this Plan and whether such Holder has accepted this Plan.

11.2 **Compromise of Claims**

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim

or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Plan Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Plan Debtors and their Estates and Causes of Action against other Persons.

### 11.3 *Vesting of Assets.*

Except as otherwise provided in this Plan, or any Plan Document, on and after the Effective Date, all Assets of the Estates of the Plan Debtors (other than the Aneth Trust Assets) shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Interests. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order.

### 11.4 *No Substantive Consolidation.*

The Estates of the Plan Debtors shall not be substantively consolidated, and after the Effective Date, a Claim against any of the Plan Debtors shall be the obligation of such Plan Debtor, and unless otherwise provided in the Plan Supplement or any other transaction that occurs after the Effective Date, the Assets of each of the Plan Debtors shall remain Assets of such Plan Debtor, and each of the Reorganized Debtors shall maintain their separate corporate existence.

### 11.5 *Discharge of Claims against and Interests in the Plan Debtors.*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Interests herein will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Plan Debtors or any of their assets, property, or Estate; (ii) this Plan will bind all Holders of Claims and Interests, notwithstanding whether any such Holders abstained from voting to accept or reject this Plan or voted to reject this Plan; (iii) all Claims and Interests will be satisfied, discharged, and released in full, and the Plan Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g), 502(h) or 502(i) of the Bankruptcy Code; and (iv) except as otherwise expressly provided for in this Plan, all Persons will be precluded from asserting against, derivatively on behalf of, or through, the Plan Debtors, the Plan Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and



each of their assets and properties, any other Claims or Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

11.6 **Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

11.7 **Injunction against Interference with Plan.**

Upon the entry of the Confirmation Order, all Holders of Claims and Interests and all other parties in interest, along with their respective present and former Affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

11.8 **Plan Injunction.**

(a) Except as otherwise provided in this Plan, the Plan Documents, or the Confirmation Order, as of the entry of the Confirmation Order, but subject to the occurrence of the Effective Date, all Persons who have held, hold, or may hold Claims or Interests are, with respect to any such Claim or Interest, permanently enjoined and precluded after the entry of the Confirmation Order from taking any of the following actions on account of any such discharged Claims or terminated Interests: (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum), whether directly, indirectly, derivatively or otherwise, against or affecting, directly or indirectly, a Plan Debtor, a Reorganized Debtor, the Aneth Trust, the Aneth Trustee, an Estate, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor, on account of any Claims, Interests, Causes of Action or liabilities that have been compromised or settled against any Released Party (or property or estate of any Released Party) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Interests, Causes of Action or liabilities, against the Plan Debtors, the Reorganized Debtors, the Aneth Trust, the Aneth Trustee, or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Plan Debtor, a Reorganized Debtor, the Aneth Trust, the Aneth Trustee, an Estate or their respective property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor, on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien, Claim or

encumbrance of any kind against a Plan Debtor, a Reorganized Debtor, the Aneth Trust, the Aneth Trustee, an Estate, or their respective property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor, on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan and the Plan Documents, to the full extent permitted by applicable law; (v) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Plan Debtors, the Reorganized Debtors, the Aneth Trust, the Aneth Trustee, or their respective property, *provided*, that any rights of setoff and recoupment of any Person are preserved for the purpose of asserting such rights as a defense to any Claims or Causes of Action of the Plan Debtors or their Estates regardless of whether such Person is the Holder of an Allowed Claim; and (vi) commencing or continuing, in any manner or in any place, any action, on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities released, settled or compromised pursuant to this Plan, that does not comply with or is inconsistent with the provisions of this Plan and the Plan Documents; *provided, however*, that nothing contained herein shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Plan Debtor, a Reorganized Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of this Plan and the Plan Documents.

(b) By accepting distributions pursuant to this Plan, each Holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by this Plan, including, without limitation, the injunctions set forth in this section.

#### 11.9 Releases.

(a) **Releases by the Plan Debtors.** As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, for good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the reorganization of the Plan Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan, the Plan Documents, or in the Confirmation Order, the Released Parties are deemed forever released and discharged by the Plan Debtors, the Reorganized Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, remedies, or liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Plan Debtors, the Reorganized Debtors, or their Estates, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter ego theories of liability, contribution, indemnification, joint liability or otherwise that the Plan Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or

Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Revolving Facility Credit Agreement, the First Lien Credit Agreement, the Unsecured Term Loan Agreement, Plan Debtors, the Restructuring, the Restructuring Transactions, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Plan Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Plan Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Restructuring Transactions, the negotiation, formulation, or preparation of the Disclosure and this Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to this Plan, the consummation of this Plan, any action or actions taken in furtherance of or consistent with the administration or implementation of this Plan or the property to be distributed under this Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, other than Claims or Causes of Action arising out of or related to any act or omission of a Released Party that constitutes actual fraud, gross negligence or willful misconduct; *provided, however*, that the foregoing provisions of this release (i) shall operate to waive and release only those Causes of Action expressly set forth in and released by this Plan, and (ii) shall not operate to waive and release the rights of the Plan Debtors or the Reorganized Debtors to enforce this Plan, the Confirmation Order, the issuance of the New Equity Interests of Aneth or any related agreements, instruments and other documents delivered under or in connection with this Plan or assumed or reinstated pursuant to this Plan or Final Order of the Bankruptcy Court. In addition, except as otherwise provided in the Plan Supplement (as agreed to by the Plan Debtors and the Supporting Holders), all Avoidance Actions shall be released and waived on the Effective Date.

**(b) Releases by the Releasing Parties. As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce this Plan and the Plan Documents, to the fullest extent permitted by applicable law, for good and valuable consideration provided by the Plan Debtors, their Estates and the Released Parties, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the reorganization of the Plan Debtors and the implementation of the Restructuring, and except as otherwise provided in this Plan, the Plan Documents, or in the Confirmation Order, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Plan Debtors and their Estates and the Released Parties from any and all Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Plan Debtors or the Plan Debtors' Estates, whether known or unknown, asserted or unasserted, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter ego theories of liability, contribution, indemnification, joint liability or otherwise that any such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Plan Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Plan Debtors or the**

Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any Plan Debtor and any Released Party, on the one hand, and any Releasing Party, on the other hand, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Restructuring Transactions, the negotiation, formulation, or preparation of the Disclosure Statement, this Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to this Plan, or any other act or omission, the issuance of the New Equity Interests of Aneth and/or any related agreements, instruments, or other documents, the pursuit of confirmation, any action or actions taken in furtherance of or consistent with the administration or implementation of this Plan or the distribution of the New Equity Interests of Aneth, or other property under this Plan, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence; *provided, however*, that the foregoing provisions of this release (i) shall operate to waive and release only those Causes of Action expressly set forth in and released by this Plan and (ii) shall not operate to waive and release the rights of the Releasing Parties to enforce this Plan, the Confirmation Order, the New Equity Interests of Aneth or any related agreements, instruments, and other documents delivered under or in connection with this Plan or assumed or reinstated pursuant to this Plan or Final Order of the Bankruptcy Court. Notwithstanding anything to the contrary in this Section 11.9(b), the guarantees provided by EPI and Parent to the AB Parties shall not be affected by this Plan, and any recoveries that the AB Parties recover on account of such guarantees shall not affect any distributions that the AB Parties receive under this Plan.

#### 11.10 *Non-Released Parties.*

Except as set forth in Section 11.11 of this Plan but otherwise notwithstanding anything to the contrary in this Plan, any Plan Supplement, or the Confirmation Order, any Person that is not identified as a Released Party shall not constitute Released Parties and shall not be released by any of this Plan, the Plan Supplement, or the Confirmation Order. Moreover, notwithstanding any language to the contrary contained in the Disclosure Statement, this Plan, and/or the Confirmation Order, no provision of the Disclosure Statement, this Plan, or the Confirmation Order shall (a) preclude any governmental regulatory agency from enforcing its police or regulatory powers or (b) enjoin, limit, impair, or delay any governmental regulatory agency from pursuing, in the appropriate forum, any Claims, causes of action, proceedings, or investigations against any non-debtor Person.

#### 11.11 *Exculpation.*

To the maximum extent permitted by applicable law the Exculpated Parties shall not have or incur, and are hereby released and exculpated from, any Claim, Interest, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, loss, remedy, or liability for any claim arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with or arising out of: (a) the administration of the Chapter 11 Cases; (b) the formulation, negotiation,

preparation, filing, and pursuit of the DIP Facility Agreement, the Disclosure Statement, the Restructuring Transactions, and this Plan (including the Plan Documents), or the solicitation of votes for, or confirmation of, this Plan; (c) the funding of this Plan; (d) the occurrence of the Effective Date; (e) the administration of this Plan or the property to be distributed under this Plan; (f) the issuance of Securities under or in connection with this Plan; or (g) the transactions in furtherance of any of the foregoing; *provided, however*, that the foregoing provisions will have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct, but in all respects each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, this Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such exculpated parties from liability.

11.12 *Injunction Related to Releases and Exculpation.*

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including, without limitation, the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan.

11.13 *Retention of Causes of Action and Reservation of Rights.*

Except as otherwise provided herein, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Plan Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, but not limited to, rights, claims, Causes of Action, rights of setoff, offset, recoupment, or other legal or equitable defenses against any Holder of Interests that arise on account of such Holders' objection to, or support of, and objection to this Plan. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Plan Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

11.14 *Ipsa Facto and Similar Provisions Ineffective.*

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Plan Debtor shall be void and of no further force or effect with respect to any Plan Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Plan Debtor as a result of, or gives rise to a right of any Person based on any of the following: (a) the insolvency or financial condition of a Plan Debtor on or before the

Effective Date; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of this Plan, including any change of control that will occur as a result of such consummation; or (d) the Restructuring.

**11.15 Claims Against Directors and Officers.**

After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect as of the Petition Date, and all members, managers, directors, and officers of the Plan Debtors who served in such capacity at any time prior to the Effective Date will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date. Notwithstanding any provision herein to the contrary, no claim that would be covered by any such directors' and officers' insurance policies (except as to the Released Parties) is being released by this Plan, the Plan Supplement, the Confirmation Order, or otherwise.

**11.16 Governmental Release Limitation.**

Nothing in the Confirmation Order or this Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws, or any criminal laws of the United States or any state and local authority against any party or Person, nor shall anything in the Confirmation Order or this Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or Person for any liability of such persons whatever, including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws, or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Confirmation Order or this Plan exculpate any party or Person from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws, or any criminal laws of the United States or any state and local authority against any party or Person.

**11.17 Preservation of Tribal Sovereign Immunity Defenses and Rights.**

Nothing in this Plan or the Confirmation Order discharges or releases the Plan Debtors, the Reorganized Debtors, or any non-debtor from any claims, liability, or Cause of Action of any federally-recognized Indian Tribe or impairs the ability of any federally-recognized Indian Tribe to pursue any Claim, liability, right, defense, or Cause of Action against any Plan Debtor, Reorganized Debtor, or non-debtor. Contracts, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests or agreements with any federally-recognized Indian Tribe, or involving lands or minerals held in trust or restricted status for federally-recognized Indian tribes or for Indian individuals, shall be, subject to any applicable legal or equitable rights or defenses of the Plan Debtors or Reorganized Debtors under applicable non-bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Plan Debtors' bankruptcy cases were never filed and the Plan Debtors and Reorganized Debtors shall comply with all applicable non-bankruptcy law. All claims, liabilities, rights,

causes of action, or defenses of or to any federally-recognized Indian Tribe shall survive the Chapter 11 Cases as if they had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, defenses, claims, liabilities, or causes of action would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced; provided, that nothing in this Plan or this Confirmation Order shall alter any legal or equitable rights or defenses of the Plan Debtors or the Reorganized Debtors under non-bankruptcy law with respect to any such claim, liability or cause of action. Without limiting the foregoing, for the avoidance of doubt: (i) any federally-recognized Indian Tribe shall not be required to file any proofs of claim or administrative expense claims in the Chapter 11 Cases for any claim, liability or cause of action; (ii) nothing shall affect or impair the exercise of any federally-recognized Indian Tribe's police and regulatory powers against the Plan Debtors, the Reorganized Debtors or any non-debtor; (iii) nothing shall be interpreted to set cure amounts or to require any federally-recognized Indian Tribe to novate or otherwise consent to the transfer of any federally-recognized Indian Tribes' contracts, leases, guaranties, indemnifications, grants, agreements or interests; (iv) nothing shall affect or impair any federally-recognized Indian Tribe's rights and defenses of setoff and recoupment, or to assert setoff or recoupment against the Plan Debtor or the Reorganized Debtor and such rights and defenses are expressly preserved; and (v) nothing shall constitute an approval or consent by any federally recognized Indian Tribe or any State without compliance with all applicable legal requirements and approvals under non-bankruptcy law.

#### 11.18 *Protection Against Discriminatory Treatment.*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtor, or another Person with whom the Reorganized Debtor has been associated, solely because the Plan Debtors have been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Plan Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

## **ARTICLE XII      RETENTION OF JURISDICTION.**

### 12.1 *Retention of Jurisdiction.*

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine applications for the assumption or rejection of Executory Contracts or Unexpired Leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order, including any Cause of Action which may be asserted by the Aneth Trustee;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to Holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim, and to subordinate any Claim or Interest in accordance with any contractual, legal, or equitable subordination principles;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;



(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to recover all Assets of the Plan Debtors and property of the Estates, wherever located; and

(r) to enter a final decree closing each of the Chapter 11 Cases.

12.2 **Failure of Bankruptcy Court to Exercise Jurisdiction.**

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter, including the matters set forth in Section 12.1 of this Plan, the provisions of this Article XII shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

**ARTICLE XIII MISCELLANEOUS PROVISIONS.**

13.1 **Exemption from Certain Transfer Taxes.**

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, (a) the issuance, transfer, or exchange of any securities, instruments, or documents, (b) the creation of any Lien, mortgage, deed of trust, or other security interest, (c) all sale transactions consummated by the Plan Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under this Plan, (d) any assumption, assignment, or sale by the Plan Debtors of their interests in Unexpired Leases of nonresidential real property or Executory Contracts pursuant to section 365(a) of the Bankruptcy Code, and (e) the issuance, renewal, modification, or securing of indebtedness by such means and the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees or taxes mentioned above in this Section 13.1.

13.2 **Dates of Actions to Implement This Plan.**

In the event that any payment or act under this 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 or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

13.3 **Amendments.**

(a) **Plan Modifications.** This Plan may be amended, modified, or supplemented by the Plan Debtors, subject to the consent rights in the RSA, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of Holders of Allowed Claims or Interests pursuant to this Plan, the Plan Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) **Certain Technical Amendments.** Prior to the Effective Date, the Plan Debtors may, with the consent of the AB Parties and subject to the consent rights in the RSA, make appropriate technical adjustments and modifications to this 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 Holders of Claims or Interests under this Plan.

13.4 **Revocation or Withdrawal of Plan.**

The Plan Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Plan Debtors. If, with respect to a Plan Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Plan Debtor does not occur on the Effective Date, then, with respect to such Plan Debtor: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Plan Debtor or any other Person; (ii) prejudice in any manner the rights of such Plan Debtor or any other Person; or (iii) constitute an admission of any sort by any Plan Debtor or any other Person.

13.5 **Severability.**

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Plan Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original

purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable pursuant to its terms.

13.6 **Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

13.7 **Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Plan Debtors, the Reorganized Debtors, the Holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

13.8 **Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

13.9 **Entire Agreement.**

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

13.10 **Computing Time.**

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13.11 **Exhibits to Plan.**

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

13.12 Notices.

All notices, requests, and demands to or upon the Reorganized Debtors, as applicable, shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

AB Parties  
c/o Sarah Link Schultz  
Akin Gump Strauss Hauer & Feld LLP  
2300 N. Field Street, Suite 1800  
Dallas, Texas 75201  
Telephone: (214) 969-4367  
Facsimile: (214) 969-4343  
Email: sshultz@akingump.com

After the occurrence of the Effective Date, the Reorganized Debtors and the Aneth Trustee have authority to send a notice to Persons that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Persons must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided, however*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Reorganized Debtors and the Aneth Trustee are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those Persons that have filed such renewed requests.

13.13 Reservation of Rights.

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement, or provision of this Plan, or the taking of any action by the Plan Debtors with respect to this Plan, shall be or shall be deemed to be an admission or waiver of any rights of the Plan Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: May 22, 2019

By: /s/ Scott Pinsonnault  
Name: Scott Pinsonnault  
Title: Chief Restructuring Officer