

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

<p>In re:</p> <p>ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>)</p> <p>) Chapter 11</p> <p>)</p> <p>) Case No. 18-11174 (KG)</p> <p>)</p> <p>) (Jointly Administered)</p> <p>)</p> <p>)</p>
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**JOINT PLAN OF LIQUIDATION OF
ENDURO RESOURCE PARTNERS LLC AND ITS DEBTOR AFFILIATES
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: May 18, 2018

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors' mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.



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INTRODUCTION

Enduro Resource Partners LLC and certain of its affiliates and subsidiaries in the above-captioned Chapter 11 Cases respectfully propose the following joint plan of liquidation under chapter 11 of the Bankruptcy Code. Capitalized terms used in the Plan shall have the meanings ascribed to such terms in Article I hereof.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. *Defined Terms*

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

1. “*Acceptable Package 2 Purchaser*” means a third party that shall acquire the Package 2 Assets pursuant to a Package 2 Asset Purchase Agreement that is in form and substance acceptable to the Debtors, the First Lien Agent and the Required Supporting Lenders.
2. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent, and/or unpaid fees and expenses (including, without limitation, success fees) for legal, financial advisory, accounting, and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a), or 331 of the Bankruptcy Code before the Effective Date by any retained Professional in the Chapter 11 Cases, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.
3. “*Administrative Claim*” means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting, and other services and reimbursement of expenses Allowed pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code to the extent such request is granted by the Bankruptcy Court.
4. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code.
5. “*Allowed*” means, with reference to any Claim or Interest: (a) any Claim or Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; (c) any Claim or Interest expressly deemed Allowed by the Plan; or (d) any Claim or Interest affirmatively Allowed by the Debtors, with the consent of the Required Supporting Lenders, or following the Effective Date, by the Plan Administrator.
6. “*Avoidance Actions*” means any and all claims and Causes of Action which any of the Debtors, the Debtors in Possession, the Estates, or other appropriate party in interest has asserted or may assert under sections

502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

7. “*Balloting Agent*” means Kurtzman Carson Consultants LLC, in its capacity as notice and balloting agent for the Debtors.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims and Interests entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received by the Balloting Agent on or before the Voting Deadline.

9. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as applicable to the Chapter 11 Cases.

10. “*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 the withdrawal of any reference under section 157 of title 28 of the United States Code, the United States District Court for the District of Delaware.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court, as each may be amended from time to time.

12. “*Bidding Procedures Order*” means the order of the Bankruptcy Court approving bidding procedures for the Debtors’ asset marketing and sale process.

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

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

15. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, dues, sums of money, damages, reckonings, rights to legal remedies, rights to equitable remedies, rights to payment and claims, controversies, covenants, promises, judgments, remedies, demands, setoffs, defenses, recoupments, cross claims, counterclaims, third-party claims, indemnity claims, contribution claims, or any other claims, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date and also includes, without limitation: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

16. “*Certificate*” means any instrument evidencing an extinguished Claim or Interest.

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

18. “*Claim*” means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

19. “*Claims Bar Date*” means the applicable deadline by which proofs of Claim must be filed under the Claims Bar Date Order.

20. “*Claims Bar Date Order*” means the order of the Bankruptcy Court establishing the deadline by which proofs of Claim must be Filed, entered at [Docket No. ____].

21. “*Claims Reserve Account*” means a segregated account to be established by the Debtors into which Cash in the amount of the Claims Reserve Cash Amount shall be deposited on or before the Effective Date, which account shall vest in the Plan Administration Trust as of the Effective Date.

22. “*Claims Reserve Cash Amount*” means the sum of (a) the Other Secured Claims Reserve Amount, (b) the Priority Claims Reserve Amount, (c) the Unsecured Claims Reserve Amount, and (d) the Second Lien Claims Reserve Amount.

23. “*Class*” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

24. “*Committee*” means any official committee of unsecured creditors (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time.

25. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.B.1 hereof.

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

27. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation, as such hearing may be adjourned or continued from time to time in the Debtors’ sole discretion.

28. “*Confirmation Order*” means the order or orders of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

29. “*Consenting First Lien Lenders*” has the meaning set for in the Sale and Plan Support Agreement.

30. “*Consummation*” means the occurrence of the Effective Date.

31. “*Creditor Matrix*” means the list of creditors and other parties in interest filed by the Debtors at [Docket No. 12].

32. “*Cure Claim*” means a Claim based upon a monetary default, if any, by any Debtor on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

33. “*D&O Tail Coverage*” means coverage under an applicable director, manager, and officer liability insurance policy that extends beyond the end of the policy period.

34. “*Debtor*” or “*Debtor in Possession*” means one of the Persons in the above-captioned cases, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases under sections 1107 and 1108 of the Bankruptcy Code.

35. “*Debtor Releases*” shall have the meaning set forth in Article X.B of the Plan.

36. “*Disbursing Agent*” means the Debtors or the Entity or Entities chosen by the Debtors in their sole discretion to make or facilitate distributions pursuant to the Plan.

37. “*Disclosure Statement*” means the *Disclosure Statement for Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated May 18, 2018, as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules, and any other applicable law.

38. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

39. “*Distribution Record Date*” means the date on which the Confirmation Order is entered or such other date that is designated by the Debtors with the consent of the First Lien Agent.

40. “*Effective Date*” means the date on which the Confirmation Order becomes a Final Order and all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.B.1 hereof.

41. “*Enduro Equity Interest*” means a limited liability company membership interest or other equity interest, including warrants to acquire such interests, in Enduro Resource Holdings LLC.

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

43. “*Equity Security*” means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

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

45. “*Exculpated Claim*” means any Claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in- or out-of-court restructuring efforts, the Debtors’ Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other agreement; *provided, however*, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, or fraud.

46. “*Exculpated Party*” means each of the Debtors and their Affiliates, the First Lien Agent and its affiliates, and the Consenting First Lien Lenders and their Affiliates, and with respect to each of the foregoing, such Entity’s current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals, in their capacity as such.

47. “*Exculpation*” means the exculpation provision set forth in Article X.D hereof.

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

49. “*Federal Judgment Rate*” means the federal judgment rate, which rate was in effect as of the Petition Date.

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

51. “*File,*” “*Filed,*” or “*Filing*” means file, filed, or filing with the Bankruptcy Court or other court of competent jurisdiction in the Chapter 11 Cases.

52. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice, or as to which an appeal or motion for reargument or rehearing is pending, but no stay of the order is in effect.

53. “*First Lien Agent*” means Bank of America, N.A., in its capacity as administrative agent under the First Lien Credit Agreement and any other applicable First Lien Credit Documents.

54. “*First Lien Agent Advisor Fees*” means the reasonable and documented fees and expenses incurred by counsel to the First Lien Agent, Davis Polk & Wardwell LLP and Morris, Nichols, Arsht, & Tunnell LLP, and the financial advisor to the First Lien Agent, RPA Advisors, LLC.

55. “*First Lien Cash*” means Cash in an amount equal to (a) the Net Sale Proceeds from all Sales plus (b) all other Cash held by the Debtors on the Effective Date less (c) amounts paid by the Debtors upon consummation of the applicable Asset Purchase Agreement(s) to the First Lien Agent for distribution to the First Lien Lenders pursuant to the Sale Order less (d) the Wind Down Budget Amount less (e) the Claims Reserve Cash Amount less (f) the Sale Reserve Cash Amount less (g) the amount of all Fee Claims paid pursuant to Article II.A.2 of the Plan less (h) any Cash constituting Newco Assets.

56. “*First Lien Claim*” means any Claim arising under the First Lien Credit Documents (including, for the avoidance of doubt, any Swap Obligation).

57. “*First Lien Credit Agreement*” means that certain Amended and Restated Credit Agreement, dated as of August 1, 2013, by and among Enduro Resource Partners LLC, as borrower, Bank of America, N.A., as administrative agent, and the lenders and other parties thereto (as subsequently modified, amended, or supplemented from time to time).

58. “*First Lien Credit Documents*” means the First Lien Credit Agreement and any related security, guaranty, or other documents.

59. “*First Lien Credit Facility*” means the term loan facility provided for under the First Lien Credit Agreement.

60. “*First Lien Deficiency Claim*” means the portion of any First Lien Claim that is not a First Lien Secured Claim.

61. “*First Lien Secured Claim*” means the portion of any First Lien Claim that is a Secured Claim.

62. “*General Unsecured Claim*” means any unsecured Claim against any of the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Fee Claim, an Intercompany Claim, a First Lien Deficiency Claim or a Second Lien Claim.

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

64. “*Holder*” means any Person or Entity holding a Claim or an Interest.

65. “*Impaired*” means any Claim or Interest in an Impaired Class.

66. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

67. “*Indemnification Provision*” means each of the indemnification provisions currently in place, whether in the bylaws, certificates of incorporation, or other formation documents in the case of a limited liability company, board resolutions, or employment or service contracts, for the current directors, managers, managing members, officers, members (including any *ex officio* members), and employees of the Debtors.

68. “*Indemnified Parties*” means, each of the Debtors’ respective officers, directors, managers, managing members, and employees that served in any such capacity on or after the Petition Date, each in their respective capacities as such before or after the Petition Date.

69. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.

70. “*Intercompany Interest*” means an Equity Security in a Debtor held by another Debtor.

71. “*Interests*” means, collectively, the Enduro Equity Interests and Intercompany Interests.

72. “*Interim Compensation Order*” means that certain order entered by the Court establishing procedures for the compensation of Professionals.

73. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

74. “*Key Employee Incentive Plans*” means (a) that certain *Key Employee Incentive Plan* and (b) that certain *Key Employee Incentive Plan for Executives*, as approved by the Bankruptcy Court at [Docket No. ____] and [Docket No. ____], respectively.

75. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

76. “*Majority First Lien Lenders*” means lenders under the First Lien Credit Facility holding greater than fifty percent (50.0%) of the First Lien Claims held by all such lenders.

77. “*Net Sale Proceeds*” means all Cash actually received by the Debtors upon closing of a Sale.

78. “*Newco*” means an entity to be formed by or at the direction of the Majority First Lien Lenders for the purpose of acquiring the Newco Assets in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process.

79. “*Newco Assets*” means, in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, the Package 2 Assets and cash in an amount to be determined by the Required Supporting Lenders; *provided*, that assets otherwise required for the consummation of the Plan, including Cash held in the Sale Reserve Account or the Claims Reserve Account, shall not be transferred to Newco.

80. “*Newco Equity*” means the equity interests in Newco, which shall be owned by the Holders of First Lien Claims from and after the Effective Date in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process.

81. “*Newco Purchase Agreement*” means the purchase and sale agreement, the form of which shall be included with the Plan Supplement, providing for the sale of the Newco Assets to Newco in exchange for a credit bid of First Lien Claims, in the event that the First Lien Agent, acting at the direction of the Majority First Lien Lenders, is the prevailing bidder in the Sale Process as to any assets of the Debtors.

82. “*Newco Shareholders Agreement*” shall mean, in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, a shareholders agreement or limited liability company membership agreement, as applicable, with respect to the Newco Equity, substantially in the form to be included in the Plan Supplement.

83. “*Ordinary Course Professionals Order*” means any order of the Bankruptcy Court permitting the Debtors to retain certain professionals in the ordinary course of their businesses.

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

85. “*Other Secured Claim*” means a Claim that is Secured, but excluding any First Lien Claims or Second Lien Claims (if applicable).

86. “*Other Secured Claims Reserve Amount*” means the aggregate face amount of all Claims, other than First Lien Claims or Second Lien Claims, that are either (a) identified in the Schedules as Secured or (b) asserted to be Secured in a proof of claim validly submitted on or before the Claims Bar Date, less the face amount of any such Claims identified by the Debtors in their reasonable discretion as duplicative of other such Claims; *provided* that the Debtors shall disclose the Other Secured Claims Reserve Amount in a document filed with the Bankruptcy Court no later than seven (7) days before the Confirmation Hearing.

87. “*Package 1A Asset Purchase Agreement*” means that certain purchase agreement entered into by and among the applicable Purchaser and the Debtors for the Sale of the Package 1A Assets.

88. “*Package 1B Asset Purchase Agreement*” means that certain purchase agreement entered into by and among the applicable Purchaser and the Debtors for the Sale of the Package 1B Assets.

89. “*Package 1A Assets*” means certain of the Debtors’ assets located in North Dakota.

90. “*Package 1B Assets*” means certain of the Debtors’ assets located in Wyoming.

91. “*Package 2 Asset Purchase Agreement*” means that certain purchase agreement entered into by and among the applicable Purchaser and the Debtors for the Sale of Package 2 Assets, which, for the avoidance of doubt, may be the Newco Purchase Agreement.

92. “*Package 2 Assets*” means those certain unconventional assets located in the Haynesville Cotton Valley which, for the avoidance of doubt, are comprised of substantially all oil and gas properties of the Debtors that are not Package 1A Assets, Package 1B Assets, or Package 3 Assets.

93. “*Package 3 Asset Purchase Agreement*” means that certain purchase agreement entered into by and among the applicable Purchaser and the Debtors for the Sale of the Package 3 Assets.

94. “*Package 3 Assets*” means certain properties underlying the Enduro Royalty Trust and the trust units in Enduro Royalty Trust owned by the Debtors.

95. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

96. “*Petition Date*” means the date on which the Debtors File their petitions for relief commencing the Chapter 11 Cases.

97. “*Plan*” means this *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated May 18, 2018, as the same may be amended, supplemented, or modified from time to time, including, without limitation, any exhibits hereto, which are incorporated herein by reference.

98. “*Plan Administration Process*” means the process for resolving and paying Claims described in Article VIII of the Plan.

99. “*Plan Administrator*” means that person selected by the Debtors with the consent of the First Lien Agent and Required Supporting Lenders to act as the administrator of the Plan Administration Process.

100. “*Plan Supplement*” means the documents and forms of documents, agreements, schedules, and exhibits to the Plan, which shall include (a) the Plan Administration Trust Agreement, (b) the Schedule of Rejected Executory Contracts and Unexpired Leases, (c) the Schedule of Retained Causes of Action, (d) the Wind Down Budget, (e) the Newco Purchase Agreement, if applicable, (f) the organizational documents of Newco, if applicable, and (g) the Newco Shareholders Agreement, if applicable, each of which shall be in form and substance reasonably acceptable to the First Lien Agent and the Required Supporting Lenders, and which shall be filed no later than five (5) business days before the Voting Deadline.

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

102. “*Priority Claims Reserve Amount*” means the aggregate face amount of all Claims, including Other Priority Claims and Priority Tax Claims, but excluding Administrative Claims, that are either (a) identified in the Schedules as entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, or (b) asserted to be entitled to such priority in a proof of claim validly submitted on or before the Claims Bar Date, less the face amount of any such Claims identified by the Debtors in their reasonable discretion as duplicative of other such Claims; *provided* that the Debtors shall disclose the Priority Claims Reserve Amount in a document filed with the Bankruptcy Court no later than seven (7) days before the Confirmation Hearing.

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

104. “*Professional*” means a Person or Entity: (a) employed in the Chapter 11 Cases pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

105. “*Purchase Agreements*” means the Package 1A Asset Purchase Agreement, the Package 1B Asset Purchase Agreement, the Package 2 Asset Purchase Agreement, and the Package 3 Asset Purchase Agreement.

106. “*Purchaser*” means the applicable purchaser under the Purchase Agreements.

107. “*Release Opt-Out*” means the election, to be made solely through validly-submitted Ballots, to opt-out of the release provisions set forth in Article X.C.

108. “*Released Party*” means, collectively, and in each case in its capacity as such, (a) the Debtors, (b) the First Lien Agent, (c) each Holder of a First Lien Claim, (d) the Second Lien Agent, (e) each Holder of a Second Lien Claim, and (f) with respect to each of the foregoing Entities in clauses (a) through (e), such Entity’s current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals; *provided, however*, that (x) if a Holder of Second Lien Claim does not vote to approve the Plan or objects to confirmation of the Plan, such Holder shall be excluded from clause (e) of this defined term and (y) if the Second Lien Agent objects to confirmation of the Plan, the Second Lien Agent and the Holders of Second Lien Claims shall not be Released Parties and clauses (d) and (e) shall read “[reserved].”

109. “*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) the Debtors, (b) the First Lien Agent, (c) each Holder of a First Lien Claim, (d) the Second Lien Agent, (e) each Holder of a Second Lien Claim, (f) each Holder of a Claim or Interest that accepts or is deemed to accept the Plan, (g) each other Holder of a Claim or Interest that is entitled to vote on the Plan and does not both (i) vote to reject the Plan or abstain from voting to accept or reject the Plan and (ii) elect the Release Opt Out on its Ballot, and (h) with respect

to each of the foregoing Entities in clauses (a) through (g), such Entity's current or former subsidiaries and Affiliates, and its and their managed accounts or funds, officers, directors, managers, managing members, principals, partners, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other Professionals.

110. "Required Supporting Lenders" has the meaning set forth in the Sale and Plan Support Agreement.

111. "Sale" means a sale of any of the Debtors' assets.

112. "Sale and Plan Support Agreement" means that certain Sale and Plan Support Agreement, dated as of May 15, 2018, between the Debtors, the First Lien Agent, and the Consenting First Lien Lenders, a copy of which is attached as **Exhibit B** to the Disclosure Statement, as amended pursuant to that certain *Second Lien Support Agreement and First Amendment to Sale and Plan Support Agreement*, dated as of May 17, 2018, between the Debtors, the First Lien Agent, the Consenting First Lien Lenders, and the Consenting Second Lien Lenders, a copy of which is attached as **Exhibit C** to the Disclosure Statement.

113. "Sale Order" means the order(s) approving the Sales.

114. "Sale Process" means the process for the marketing and sale of all or substantially all of the Debtors' assets pursuant to the Bidding Procedures Order.

115. "Sale Reserve Account" means a segregated account maintained by the Debtors into which Cash from the Net Sale Proceeds will be deposited on or prior to the Effective Date in an amount equal to the Sale Reserve Cash Amount plus the Wind Down Budget Cash Amount.

116. "Sale Reserve Cash Amount" means (a) the aggregate amount of Cure Claims asserted by counterparties to Executory Contracts and Unexpired Leases to be assumed and assigned in connection with the Sales, to the extent any such Cure Claim is disputed by the Debtors; plus (b) the aggregate amount of accrued but unpaid administrative expenses (excluding Fee Claims) as of the Effective Date, including Claims arising under section 503(b)(9) of the Bankruptcy Code; in each case, solely to the extent such Claims or expenses are not assumed by a Purchaser.

117. "Schedule of Rejected Executory Contracts and Unexpired Leases" means the schedule of Executory Contracts and Unexpired Leases that will be deemed rejected as of the Effective Date in accordance with the Plan, which schedule will be filed with the Plan Supplement.

118. "Schedule of Retained Causes of Action" means the schedule of Causes of Action to be retained by the Estates and contributed to the Plan Administration Trust, which schedule will be filed with the Plan Supplement.

119. "Second Lien Agent" means Wilmington Trust, National Association, in its capacity as administrative agent under the Second Lien Credit Agreement and any other applicable Second Lien Credit Documents.

120. "Second Lien Claim" means any Claim arising under the Second Lien Credit Documents.

121. "Second Lien Claims Reserve Amount" means \$1,100,000 if holders of a majority of the Second Lien Claims in amount vote to approve the Plan and \$0 otherwise.

122. "Second Lien Credit Agreement" means that certain Amended and Restated Second Lien Term Loan Agreement, dated as of March 4, 2016, by and among Enduro Resource Partners LLC, as borrower, Wilmington Trust, National Association, as administrative agent, and the lenders party thereto (as subsequently modified, amended, or supplemented from time to time).

123. "Second Lien Credit Documents" means the Second Lien Credit Agreement and any related security, guaranty, or other documents.

124. “*Second Lien Credit Facility*” means the term loan facility provided for under the Second Lien Credit Agreement.

125. “*Secured*” means: when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed pursuant to this Plan as a Secured Claim.

126. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended.

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

128. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

129. “*Unimpaired Class*” means a Class that is Unimpaired.

130. “*Unsecured Claims Reserve Amount*” means \$100,000 if holders of General Unsecured Claims voting as a Class approve the Plan and \$0 otherwise.

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

132. “*Voting Class*” means Class 2 First Lien Claims, Class 3 Unsecured Claims, and/or Class 4 Second Lien Claims, as applicable.

133. “*Voting Deadline*” means 5:00 p.m. (prevailing Eastern Time) on [July 23, 2018].

134. “*Voting Record Date*” means [June 20, 2018].

135. “*Wind Down*” means the process of winding down the Debtors’ businesses after closing of the Sales.

136. “*Wind Down Budget*” means the budget for the Wind Down from and after the Effective Date, which shall be included in the Plan Supplement.

137. “*Wind Down Budget Cash Amount*” means the net Cash expenditures reflected in the Wind Down Budget (as the same may be modified or amended from time to time before the Effective Date with the consent of the First Lien Agent and the Required Supporting Lenders).

B. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (1) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; (2) unless otherwise specified, any reference in this Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (3) unless otherwise specified, any reference in this Plan to an existing document, schedule, or exhibit, whether or not Filed, shall mean such document, schedule or exhibit, as it may have been or may be amended, modified, or supplemented; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references in this Plan to Articles are references to Articles of this Plan or to this Plan; (6) the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (7) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or

document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (9) unless otherwise set forth in this Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form in this Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (13) any immaterial effectuating provisions may be interpreted by the Debtors or the Plan Administrator in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

In computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply. If a 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 shall instead occur on the next succeeding Business Day, but shall be deemed to have occurred as of the required date.

D. Governing Law

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

E. Reference to Monetary Figures

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

ARTICLE II.

**ADMINISTRATIVE CLAIMS, PRIORITY
CLAIMS AND INTERCOMPANY CLAIMS**

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

A. Administrative Claims

1. General Administrative Claims

Except with respect to Administrative Claims that are Fee Claims and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtors agree to less favorable treatment for such Holder's Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be paid in full in Cash on the latest of: (a) the Effective Date; (b) the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable.

2. Fee Claims

On or immediately prior to the Effective Date, the Debtors shall pay all amounts owing to the Professionals for all unpaid Fee Claims relating to prior periods and for the period ending on the Effective Date. The Professionals shall estimate Fee Claims due for periods that have not been billed as of the Effective Date, which amounts, for the avoidance of doubt, shall be paid on or immediately prior to the Effective Date. On or prior to forty-five (45) days after the Effective Date, each Professional shall File with the Bankruptcy Court its final fee application seeking final approval of all fees and expenses from the Petition Date through the Effective Date; *provided* that the Debtors may pay retained Professionals or other Entities in the ordinary course of business after the Effective Date, without further Bankruptcy Court order; and *provided, further*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation or reimbursement of expenses for services rendered before the Effective Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professionals Order. Objections to any Fee Claim must be Filed and served on the Debtors and the requesting party no later than twenty (20) days after such Fee Claim is Filed with the Bankruptcy Court. To the extent necessary, the Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims. Within ten (10) days after entry of a Final Order with respect to its final fee application, each Professional shall remit any overpayment to the Debtors and the Debtors shall pay any unpaid amounts to each Professional.

B. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the applicable Debtors agree to less favorable treatment for such Holder's Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will be paid in full in Cash from the Claims Reserve Account on the latest of: (a) the Effective Date; (b) the date such Priority Tax Claim is Allowed; and (c) the date such Allowed Priority Tax Claim becomes due and payable.

C. *Other Priority Claims*

Each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, on the Distribution Date, at the option of the Debtors, one of the following treatments: (1) Cash from the Claims Reserve Account in an amount equal to the amount of such Allowed Other Priority Claim or (2) such other treatment as may be agreed upon by such Holder and the Debtors or otherwise determined upon an order of the Bankruptcy Court.

D. *Statutory Fees*

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

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

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. Therefore, the classifications set forth in Article III.B herein apply separately with respect to each Plan proposed by each Debtor. If there are no Claims or Interests in a particular Class for a particular Debtor, then such Class of Claims or Interests shall not exist for all purposes of the Plan for that Debtor.

B. Summary of Classification

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	First Lien Claims	Impaired	Entitled to Vote
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Enduro Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Interests

1. Class 1: Other Secured Claims

- (a) *Classification:* Each Class 1 Claim is an Other Secured Claim against the applicable Debtor. With respect to each Debtor, this Class will be further divided into subclasses designated by letters of the alphabet (Class 1A, Class 1B, and so on), so that each Holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class.

- (b) *Treatment:* Except to the extent a Holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or the Holder of a Other Secured Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim (including any Claim for postpetition interest accrued until the Effective Date at the non-default rate provided in the applicable contract or, if there is no contract, then at the Federal Judgment Rate, to the extent permissible under section 506(a) of the Bankruptcy Code) shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Secured Claim, in the discretion of the Debtors, one of the following alternative treatments:
 - (i) payment of the Allowed Class 1 Other Secured Claim in full in Cash from the Other Secured Claims Reserve Amount on the later of the Effective Date or as soon as practicable after a particular Claim becomes Allowed;
 - (ii) delivery to the Holder of the Allowed Class 1 Other Secured Claim of the collateral securing such Allowed Class 1 Other Secured Claim; or
 - (iii) such other treatment as may be agreed to by the applicable Debtor and the Holder.
- (c) *Voting:* Class 1 is Unimpaired. Holders of Class 1 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of such Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2: First Lien Claims

- (a) *Classification:* Class 2 consists of all First Lien Claims.
- (b) *Allowance of First Lien Claims:* First Lien Claims are deemed Allowed in the aggregate principal amount of \$[208,707,926], plus any interest, fees, and expenses due and owing pursuant to the terms of the Loan Documents (as defined in the First Lien Credit Agreement) as of the Effective Date. The First Lien Agent and the Holders of First Lien Claims shall not be required to file proofs of Claim on account of any First Lien Claims.
- (c) *Treatment:* Each Holder of a First Lien Claim shall receive: (i) on the Effective Date or as soon as reasonably practicable thereafter, a distribution of its share, as determined in accordance with the First Lien Credit Agreement, of (x) the First Lien Cash (including, promptly upon the return or release of such amounts to the Debtors, any deposits held by third parties, any holdback amount pursuant to any Purchase Agreement, or any similar amounts) and (y) solely in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, one hundred percent (100%) of the Newco Equity and (ii) its share, as determined in accordance with the First Lien Credit Agreement, of (x) Cash remaining in the Sale Reserve Account and all other assets remaining in the Plan Administration Trust reasonably promptly after completion of the Wind Down; and (y) any Cash remaining in the Claims Reserve Account reasonably promptly after the closing of the Chapter 11 Cases. The treatment received by each holder of First Lien Claims shall be on account of its entire First Lien Claim, including any First Lien Deficiency Claim, and the holders of First Lien Claims shall be deemed to waive all turnover provisions under the Intercreditor Agreement solely with respect to distributions from the Unsecured Claims Reserve Amount and the Second Lien Claims Reserve Account.
- (d) *Voting:* Class 2 is Impaired. Holders of Class 2 First Lien Claims are entitled to vote to accept or reject the Plan.

3. Class 3: General Unsecured Claims
 - (a) *Classification:* Class 3 consists of all General Unsecured Claims.
 - (b) *Treatment:* Each Holder of a Class 3 Unsecured Claim shall receive payment in Cash in accordance with the Plan Administration Process equal to (i) if holders of General Unsecured Claims voting as a Class approve the Plan, the lesser of (A) the amount of such Claim and (B) a Pro Rata distribution of Cash from the Unsecured Claims Reserve Amount or (ii) otherwise, \$0.
 - (c) *Voting:* Class 3 is Impaired. Holders of Class 3 Unsecured Claims are entitled to vote to accept or reject the Plan.
4. Class 4: Second Lien Claims
 - (a) *Classification:* Class 4 consists of all Second Lien Claims.
 - (b) *Allowance of Second Lien Claims:* Second Lien Claims are deemed Allowed in the aggregate principal amount of \$[141,176,036], plus any interest, fees, and expenses due and owing pursuant to the terms of the Loan Documents (as defined in the Second Lien Credit Agreement) as of the Effective Date. The Second Lien Agent and the Holders of Second Lien Claims shall not be required to file proofs of Claim on account of any Second Lien Claims.
 - (c) *Treatment:* Subject to the Second Lien Credit Agreement, each Holder of a Class 4 Second Lien Claim shall receive the amount from the Second Lien Claims Reserve Amount that it is entitled to in accordance with the Second Lien Credit Agreement and the Plan Administration Process.
 - (d) *Voting:* Class 4 is Impaired. Holders of Class 4 Second Lien Claims are entitled to vote to accept or reject the Plan.
5. Class 5: Intercompany Claims
 - (a) *Classification:* Class 5 consists of all Intercompany Claims.
 - (b) *Treatment:* Class 5 Intercompany Claims shall be cancelled and discharged, with the Holders of such Class 4 Intercompany Claims receiving no distribution on account of such Intercompany Claims.
 - (c) *Voting:* Class 5 is Impaired. Holders of Class 5 Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.
6. Class 6: Intercompany Interests
 - (a) *Classification.* Class 6 consists of all Intercompany Interests.
 - (b) *Treatment:* Class 6 Intercompany Interests shall be cancelled and discharged, with the Holders of such Class 6 Intercompany Interests receiving no distribution on account of such Intercompany Interests.
 - (c) *Voting:* Class 6 is Impaired. Holders of Class 6 Intercompany Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

7. Class 7: Enduro Equity Interests
- (a) *Classification.* Class 7 consists of all Enduro Equity Interests.
 - (b) *Treatment.* Class 7 Enduro Equity Interests shall be cancelled and discharged, with the Holders of such Class 7 Enduro Equity Interests receiving no distribution on account of such Enduro Equity Interests.
 - (c) *Voting.* Class 7 is Impaired. Holders of Class 7 Enduro Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, Holders of Enduro Equity Interests are not entitled to vote to accept or reject the Plan.

ARTICLE IV.

ACCEPTANCE REQUIREMENTS

Pursuant to sections 1126(c) and 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, (a) an impaired class of claims has accepted a chapter 11 plan if the holders of at least two-thirds in dollar amount and more than one-half in number of allowed claims in such class actually voting have voted to accept the plan and (b) an impaired class of interests has accepted the plan if the holders of at least two-thirds in amount of the allowed interests in such class actually voting have voted to accept the plan.

A. Acceptance or Rejection of this Plan

1. Voting Classes

Classes 2, 3, and 4 are Impaired under the Plan and are entitled to vote to accept or reject the Plan.

2. Presumed Acceptance of the Plan

Class 1 is Unimpaired under the Plan and is, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

3. Deemed Rejection of the Plan

Classes 5, 6, and 7 are Impaired under the Plan and are not entitled to receive or retain any property on account of the Claims and Interests in Classes 5, 6, and 7. Therefore, Classes 5, 6, and 7 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

B. Confirmation of This Plan Pursuant to Section 1129(b) of the Bankruptcy Code

The Debtors intend to seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code.

C. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or prior to the Confirmation Date.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Transactions Effective as of the Effective Date

The transactions contemplated by the Plan shall be approved and effective as of the Effective Date, without the need for any further state or local regulatory approvals or approvals by any non-Debtor parties, and without any requirement for further action by the Debtors, their board of directors, their stockholders, or any other person or entity.

On or before the Effective Date, the Debtors will have consummated the Sales pursuant to the terms and conditions of the Purchase Agreements, including, without limitation, selling the Assets free and clear of certain liens and encumbrances to the extent set forth in the Purchase Agreements, and assuming and assigning to the Purchasers certain contracts and unexpired leases.

B. Closing of Sales and Uses of Cash

On or before the Effective Date, the Debtors and the Purchasers will have consummated the Sales, with the Debtors receiving the Net Cash Proceeds of the Sales and distributing or retaining the Net Cash Proceeds of the Sales in accordance with the Sale Order. On the Effective Date, the Debtors shall fund from the Net Cash Proceeds the Sale Reserve Account with the Sale Reserve Cash Amount and the Wind Down Budget Cash Amount and fund the Claims Reserve Account with the Claims Reserve Cash Amount. The balance of Net Cash Proceeds from any Sale shall be held by the Debtors and distributed in accordance with the Plan on the Effective Date.

For the avoidance of doubt, in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, the Newco Assets will be transferred on or before the Effective Date to Newco pursuant to the Newco Purchase Agreement and the Plan.

C. Deemed Execution of Shareholders Agreement

On the Effective Date, in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, each Holder of a First Lien Claim that receives Newco Equity shall be deemed to have executed, without any further action by any party, the Newco Shareholders Agreement.

D. The Plan Administration Trust

On the Effective Date, the Plan Administrator shall sign the Plan Administration Trust Agreement and cause the Plan Administration Trust to accept, on behalf of the beneficiaries thereof, (a) the Claims Reserve Account and the Cash therein, (b) the Sale Reserve Account and the Cash therein, (c) the Retained Causes of Action, and (d) all other assets of the Estates not subject to a Sale, *provided, however*, that the Plan Administration Trust, with the consent of the Plan Administrator, may abandon or otherwise not accept any assets that the Plan Administration Trust believes, in good faith, have no value to the Plan Administration Trust. Any assets the Plan Administration Trust so abandons or otherwise does not accept shall not vest in the Plan Administration Trust. As of the Effective Date, all assets vested in the Plan Administration Trust and all assets dealt with in the Plan shall be free and clear of all Liens, Claims, and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order.

The Plan Administration Trust will be deemed created and effective without any further action by the Bankruptcy Court or any party. The Plan Administration Trust shall be established for the primary purpose of liquidating its assets (as applicable) and for making Distributions in accordance with the Plan and the Plan Administration Trust Agreement, 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 liquidating purpose of the Plan Administration Trust.

E. Certain Powers and Duties of the Plan Administration Trust and Plan Administrator

The Plan Administrator shall be the exclusive trustee of the assets of the Plan Administration Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The powers, rights, and responsibilities of the Plan Administrator shall be specified in the Plan Administration Trust Agreement and shall include the authority and responsibility to: (a) receive, manage, invest, supervise, and protect trust assets; (b) pay taxes or other obligations incurred by the Plan Administration Trust; (c) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and distribution of trust assets; (d) calculate and implement distributions of trust assets; (e) prosecute, compromise, and settle, in accordance with the specific terms of the Plan Administration Trust Agreement, Retained Causes of Action; (f) resolve issues involving Claims and Interests, other than First Lien Claims, pursuant to Article IX of the Plan; and (g) undertake all administrative functions of the Chapter 11 Cases, including the ultimate closing of the Chapter 11 Cases. The Plan Administration Trust is the successor to the Debtors, the Estates, and the Debtors' rights to books and records.

On the Effective Date, the Plan Administration Trust shall also have the power, right, and responsibility to conduct the Wind Down and to take possession of all books, records, and files of the Debtors and the Estates and provide for the retention and storage of such books, records, and files until such time as the Plan Administration Trust determines, in accordance with the Plan Administration Trust Agreement, that retention of same is no longer necessary or required.

All expenses incurred by the Plan Administration Trust and the Plan Administrator shall be the responsibility of and paid by the Plan Administration Trust, in accordance with the Plan Administration Trust Agreement.

In no event later than three (3) months after following the Effective Date and on a quarterly basis thereafter until all Cash in the Claims Reserve Account has been released or paid out in accordance with the Plan, the Plan Administrator shall file with the Bankruptcy Court a report setting forth the amounts, recipients, and dates of all Distributions made by the Plan Administrator under the Plan through each applicable reporting period.

F. Federal Income Tax Treatment of the Plan Administration Trust for the Plan Administration Trust Assets; Tax Reporting and Tax Payment Obligations

[●].

G. Authority to Pursue, Settle, or Abandon Retained Causes of Action

From and after the Effective Date, prosecution and settlement of all Retained Causes of Action shall be the sole responsibility of the Plan Administration Trust pursuant to the Plan and the Confirmation Order. From and after the Effective Date, the Plan Administration Trust shall have exclusive rights, powers, and interests of the Estates to pursue, settle, or abandon such Retained Causes of Action as the sole representative of the estates pursuant to section 1123(b)(3) of the Bankruptcy Code.

All Retained Causes of Action are reserved and preserved and shall not be impacted or affected in any way by deemed consolidation of the estates.

H. Cancellation of Documents

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, debentures, certificates and other documents evidencing Claims and Interests in a Debtor or the Debtors including, without limitation, the First Lien Credit Facility and the Second Lien Credit Facility, shall, with respect to the Debtors, be canceled and deemed rejected and terminated without any need for further action or approval of the Bankruptcy Court or any holder thereof or any other person or entity, *provided, however*, that any such documents shall remain in force to the extent applicable with respect to distributions of any property under the Plan and the First Lien Credit Facility shall continue in effect as necessary to (i) enforce the rights, Claims and interests of the

Term Loan Agent and any predecessor thereof vis-a-vis the Secured Parties (as defined in the First Lien Credit Agreement) and any parties other than the Debtors and (ii), preserve any rights of the First Lien Agent and any predecessor thereof as against any money or property distributable to holders of First Lien Claims, including any priority in respect of payment and the right to exercise any charging lien.

Except for the foregoing, the First Lien Agent and its respective agents shall be relieved of all further duties and responsibilities related to the Loan Documents (as defined in the First Lien Credit Agreement) and the Plan, except with respect to such other rights of the First Lien Agent that, pursuant to the First Lien Credit Agreement, survive the termination of the Loan Documents. Subsequent to the performance by the First Lien Agent of its obligations pursuant to the Plan, the First Lien Agent and its agents shall be relieved of all further duties and responsibilities related to the Loan Documents.

Notwithstanding anything to the contrary herein, the indemnity obligations of the Debtors under the First Lien Credit Agreement that the First Lien Credit Agreement explicitly provides shall survive the termination thereof shall survive the Effective Date and shall not be discharged or released pursuant to the Plan or the Confirmation Order and on and after the Effective Date, the Plan Administration Trust shall be liable for such indemnity obligations.

I. Filing of Monthly and Quarterly Reports and Payment of Statutory Fees

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator. All Statutory Fees with respect to the period prior to the Effective Date shall be paid by the Debtors in Cash on the Effective Date or other required payment date. With respect to the period after the Effective Date, the Plan Administrator shall be obligated to pay quarterly Statutory Fees from the Claims Reserve Account to the Office of the United States Trustee and such obligation shall continue until such time as a particular Chapter 11 Case is closed, dismissed, or converted.

J. Directors and Officers of the Debtors

On and after the Effective Date, the board of managers or directors of each Debtor shall be terminated and all of the officers and directors of the Debtors, to the extent they have not already done so, shall be deemed to have resigned from their respective positions with the Debtors, as applicable.

Following the Confirmation Date and prior to the occurrence of the Effective Date, the then current officers and directors of each of the Debtors shall continue in their respective capacities and the Debtors shall execute such documents and take such other action as is necessary to effectuate the actions provided for in the Plan.

K. Corporate Authorization

On the Effective Date, all matters provided for under the Plan that would otherwise require approval of the stockholders, directors, members, or managers of one or more of the Debtors shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to Section 303 of the DGCL or other applicable law of the states in which the Debtors are organized, without any requirement of further action by the stockholders, directors, members, or managers of the Debtors. After the Effective Date, to the extent necessary, the Plan Administrator shall have all authority to address any and all matters that would have required the approval of, and to act on behalf of, the stockholders, directors, members, or managers of one or more of the Debtors.

L. Director and Officer Liability Insurance

Before the Petition Date, the Debtors obtained D&O Tail Coverage for the current and former directors, officers, and managers. After the Effective Date, all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, subject to and in accordance with the terms and conditions of such D&O Tail Coverage.

M. Effectuating Documents and Further Transactions

Prior to the Effective Date, the Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other actions as may be reasonably necessary to effectuate and further evidence the terms and conditions of the Plan. After the Effective Date, the Plan Administration Trust shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other actions as may be reasonably necessary to effectuate and further evidence the terms and conditions of the Plan.

N. Key Employee Incentive Plans

On the Effective Date, to the extent not paid as such amounts become earned and payable at an earlier time in accordance with the terms thereof, the Debtors shall make all applicable payments under the Key Employee Incentive Plans, in accordance with the Bankruptcy Court's orders authorizing the same. Any earned and unpaid award under the Key Employee Incentive Plans shall be deemed due and payable on the Effective Date, and all such amounts shall constitute Allowed Administrative claims without the need for any participant in the Key Employee Incentive Plans to file or serve any request for payment of such amounts under the Plan or otherwise.

O. Employee and Retiree Benefits

All employment, severance, retirement, indemnification, and other similar employee-related agreements or arrangements in place as of the Effective Date with the Debtors' employees, including retirement income plans and welfare benefit plans, or discretionary bonus plans or variable incentive plans regarding payment of a percentage of annual salary based on performance goals and financial targets for certain employees, as and to the extent set forth in the Debtors' *Motion of Debtors for Interim and Final Orders (A) Authorizing Payment of Certain Prepetition Workforce Obligations, (B) Authorizing Continuance of Workforce Programs, (C) Authorizing Payment of Withholding and Payroll-Related Taxes, and (D) Authorizing Payment of Prepetition Claims Owing to Workforce Program Administrators or Providers*, shall remain in full force and effect until the conclusion of the Wind Down and the resignation or termination of all employees of the Debtors. The Debtors maintain no programs providing for retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code).

P. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan, including the transfer of some or all of the Newco Assets to Newco, if applicable, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate or personal property transfer tax, sale or use tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Treatment of Executory Contracts and Unexpired Leases

As of the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (1) have not been previously rejected, assumed, or assumed and assigned, including in connection with any Sale, and (2) have not expired under their own terms prior to the Effective Date.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the foregoing rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

C. Rejection Damages Claim

All Claims arising from the rejection of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Bankruptcy Court and served upon the Plan Administrator and counsel for the Debtors within thirty (30) days of the occurrence of the Effective Date. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates, the property of the Debtors, or the Plan Administration Trust.**

D. Reservation of Rights

Nothing contained in this Plan shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of rejection, the Debtors shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

E. Nonoccurrence of Effective Date

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

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in this Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Entitlement to Distributions

On and after the Effective Date, the Disbursing Agent shall be authorized (but not directed) to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. Accordingly, the Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any

participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute securities, property, notices, and other documents only to those Holders of Allowed Claims who are Holders of such Claims (or participants therein) as of the close of business on the Distribution Record Date. The First Lien Agent may, in its sole discretion, limit the further assignment of First Lien Claims to allow for the accurate recording of the holders of First Lien Claims as of the Distribution Record Date with respect to the First Lien Claims.

B. Disbursing Agent

Except as otherwise provided herein, all distributions under the Plan shall be made by the Debtors as Disbursing Agent or such other Entity designated by the Debtors as a Disbursing Agent on the Effective Date. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. For purposes of the distribution on account of the First Lien Claims, the First Lien Agent shall (a) be deemed to be the Holder of all First Lien Claims and (b) make distributions to the Holders of First Lien Claims pursuant to Section 8.03 of the First Lien Credit Agreement. For purposes of distribution on account of the Second Lien Claims, the Second Lien Agent (a) shall be deemed to be the Holder of all Second Lien Claims and (b) is hereby directed to make distributions to the Holders of Second Lien Claims pursuant to Section 8.03(b) of the Second Lien Credit Agreement. In accordance with the foregoing, the delivery of any applicable property to be distributed to Holders of First Lien Claims or Second Lien Claims to the First Lien Agent or the Second Lien Agent, respectively, shall satisfy all applicable distribution obligations under the Plan. All reasonable and documented fees and expenses of the First Lien Agent (including the reasonable and documented fees and expenses of its counsel and agents) incurred in connection with such distributions shall be paid by the Plan Administration Trust.

For the avoidance of doubt, the Plan Administrator shall be the Disbursing Agent as to and shall cause all distributions to be made to Holders of Claims other than First Lien Claims. The Debtors' obligation to make any distribution to Holders of Claims other than First Lien Claims shall be satisfied upon the vesting of assets in the Plan Administration Trust as contemplated under the Plan.

C. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Plan Administrator, (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and such Disputed Claim becomes an Allowed Claim; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution.

2. Undeliverable Distributions and Unclaimed Property

(a) Failure to Claim Undeliverable Distributions

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided, however*, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Plan Trust Administrator (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

(b) Failure to Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within one hundred and eighty (180) days after the issuance of such check shall have its Claim for such un-negotiated check discharged and shall be discharged and forever barred, estopped, and enjoined from asserting any such Claim against the Plan Administration Trust. In such cases, any Cash held for payment on account of such Claims shall be property of the Plan Administration Trust, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

E. *Compliance with Tax Requirements/Allocations*

In connection with this Plan, to the extent applicable, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Disbursing Agent reserves the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

F. *Surrender of Cancelled Instruments or Securities*

As a condition precedent to receiving any distribution on account of its Allowed Claim, each Holder of a Claim shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim, and all such surrendered Certificates and other documentations shall be deemed to be canceled pursuant to Article V.H hereto, except to the extent otherwise provided herein.

G. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

The Debtors or the Plan Administrator, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection 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 payment on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized

Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor or the Plan Administrator, to the extent 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 Distribution Date.

2. Claims Payable by Third Parties

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the 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 Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

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

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance and Disallowance of Claims

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), no Claim shall be deemed Allowed unless and until such Claim is deemed Allowed under the Bankruptcy Code, under the Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under section 502 of the Bankruptcy Code. Except as expressly provided in any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), the Plan Administration Trust after Consummation will have and retain any and all rights and defenses the Debtors had with respect to any Claim as of the Petition Date.

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

B. Prosecution of Objections to Claims

The Plan Administrator shall have the exclusive authority to File, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Plan Administrator may also resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

C. Estimation of Claims

The Plan Administrator may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Plan Administrator has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any

objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Plan Administrator may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

D. Amendments to Claims

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Court and the Plan Administrator, and any such new or amended Claim Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Court.

E. 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 reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator 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 postpetition interest to be paid on account of such Claim.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that:

1. All provisions, terms and conditions hereof are approved in the Confirmation Order.
2. Each Sale pursuant to each of the Purchase Agreements (including, for the avoidance of doubt, the Sale of Package 2 Assets, whether pursuant to the Newco Purchase Agreement or another applicable Package 2 Asset Purchase Agreement) shall have been approved by the Bankruptcy Court prior to or contemporaneously with Confirmation.
3. A Confirmation Order shall have been entered by the Bankruptcy Court, in form and substance acceptable to the Debtors, the First Lien Agent, and the Required Supporting Lenders.
4. General Unsecured Claims that have been Allowed or filed on or prior to the Claims Bar Date, other than Claims that either (a) are subject to any outstanding objection or (b) have been disallowed by a Final Order, shall not exceed \$10,000,000 in the aggregate.
5. The Confirmation Order shall provide that, among other things, the Debtors and the Plan Administrator, as applicable, are authorized and directed to take all actions necessary or appropriate to consummate this Plan, including, without limitation, entering into, implementing, and consummating the other contracts, instruments, and other agreements or documents created in connection with or described in this Plan.
6. Unless otherwise agreed to in writing by the Required Supporting Lenders, as applicable, to the extent of their consent rights as provided in the Sale and Plan Support Agreement or this Plan, the Debtors shall not have submitted any amendment, modification, or filing seeking to amend or modify this Plan, the Disclosure Statement, or any documents, motions, or orders related to the foregoing.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms, and conditions are satisfied (or waived pursuant to the provisions of Article IX.B.1 hereof), and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived.

1. The Plan and all documents contemplated thereby, including any amendments, modifications, or supplements thereto, shall be acceptable to the Debtors, the First Lien Agent, and the Required Supporting Lenders, as applicable, to the extent of their consent rights as provided in the Plan, and pursuant to the terms of, and in accordance with, the Sale and Plan Support Agreement.

2. The Debtors shall have funded with Cash the Sale Reserve Account with all amounts contemplated under the Plan and shall have paid all Fee Claims as contemplated under the Plan.

3. The Debtors shall have funded with Cash the Claims Reserve Account with all amounts contemplated under the Plan.

4. The First Lien Cash shall have been delivered to the First Lien Agent, for distribution to and for the benefit of Holders of First Lien Claims.

5. Payment in full in Cash of any and all accrued but unpaid reasonable First Lien Agent Advisor Fees for which the Debtors have received invoices or estimates prior to the Effective Date shall have been made.

6. The Confirmation Order shall be a Final Order in form and substance acceptable to the Debtors, the First Lien Agent, the Required Supporting Lenders, and the Plan Administrator, each in their respective sole discretion. The Confirmation Order shall provide that, among other things, the Debtors and the Plan Administrator, as applicable, are authorized and directed to take all actions necessary or appropriate to consummate this Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, and other agreements or documents created in connection with or described in this Plan.

7. The Plan Administration Trust Agreement shall have been executed and delivered by all of the Entities that are parties thereto and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.

8. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws.

9. Each Sale shall have closed pursuant to the applicable Purchase Agreement, including, for the avoidance of doubt, the Sale of Package 2 Assets, whether pursuant to the Newco Purchase Agreement or any applicable Package 2 Asset Purchase Agreement.

C. Waiver of Conditions

Each of the conditions to Confirmation and to Consummation set forth in this Article IX may be waived with the consent of the Debtors and the Required Supporting Lenders without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan; *provided, however*, the consent of the Required Supporting Lenders to such waiver shall only be required as and to the extent set forth in the Sale and Plan Support Agreement; *provided, further*, that the consent of holders of a majority of Second Lien Claims shall be required to waive the condition set forth in Article IX.B.3 of the Plan.

D. Effect of Nonoccurrence of Conditions

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims

against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

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

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, 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 Allowed Interest, or any distribution to be made on account of such Allowed Claim or Allowed 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 Debtors, their Estates and Holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against them and Causes of Action against other Entities.

B. *Releases by the Debtors*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing "Debtor Releases" shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the "Debtor Releases" set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual

obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. Exculpation

To the fullest extent permitted by applicable law, except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

E. Injunction

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

F. Setoffs

Except as otherwise expressly provided for in the Plan, each Debtor and the Plan Administrator (as applicable), pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Interest, may set off against any Allowed Claim or Allowed Interest and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Allowed Interest (before any distribution is made on account of such Allowed Claim or Allowed Interest), any claims, rights and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim or Allowed Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by such Debtor of any such claims, rights and Causes of Action that such Debtor may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to setoff any Claim or Interest against any claim, right or Cause of Action

of the Debtor unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

H. Recoupment

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;
8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VII;
13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
14. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
15. enter an order or final decree concluding or closing the Chapter 11 Cases;
16. adjudicate any and all disputes arising from or relating to distributions under the Plan;
17. consider any modifications of the Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
18. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
20. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
21. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge;

22. enforce all orders previously entered by the Bankruptcy Court; and
23. adjudicate all other matters over which the Bankruptcy Court has jurisdiction;

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

ARTICLE XIII.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments

Subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, and subject to the consent of the First Lien Agent and the Required Supporting Lenders, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Effect of Confirmation on Modifications

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

C. Revocation or Withdrawal of the Plan

Subject to the Sale and Plan Support Agreement, the Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan subject to the terms hereof and the Sale and Plan Support Agreement, or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (x) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (y) prejudice in any manner the rights of the Debtors or any other Entity; or (z) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation of the Plan

Substantial consummation of the Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Successors and Assigns

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

B. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

C. Consent Rights

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the First Lien Agent or the Required Supporting Lenders set forth in the Sale and Plan Support Agreement (irrespective of whether the Sale and Plan Support Agreement has been assumed by the Debtors) with respect to the form and substance of this Plan, the Plan Supplement, and any other documents contemplated under the Plan shall apply to the Plan as if stated in full herein until such time as the Sale and Plan Support Agreement is terminated in accordance with its terms.

D. Further Assurances

For the avoidance of doubt, the Debtors and the Consenting First Lien Lenders shall not violate, and shall otherwise comply, with the Sale and Plan Support Agreement in all respects, including with respect to the implementation of the Plan and the Effective Date. The Debtors, all Holders of Claims receiving distributions hereunder, and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

E. Payment of Fees and Expenses

Prior to or as of the Effective Date, the Debtors shall promptly pay in Cash in full Cash any and all accrued but unpaid reasonable First Lien Agent Advisor Fees for which the Debtors have received invoices or estimates prior to the Effective Date.

After the Effective Date, the Plan Administration Trust shall promptly pay in Cash in full Cash any and all accrued but unpaid reasonable First Lien Agent Advisor Fees.

F. Service of Documents

Any pleading, notice, or other document required by this Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Enduro Resource Holdings LLC
777 Main Street
Suite 800
Fort Worth, Texas 76102
Attn: Kimberly A. Weimer
Phone: (817) 744-8200

Email: kweimer@endurores.com

with copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attn: Caroline A. Reckler
Matthew L. Warren
Jason B. Gott
Phone: (312) 876-7700
Fax: (312) 993-9767
Email: caroline.reckler@lw.com
matthew.warren@lw.com
jason.gott@lw.com

G. Dissolution of Committee

On the Effective Date, the Committee(s), if any, shall dissolve automatically, whereupon its members, Professionals, and agents shall be released from any further duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except for purposes of filing applications for Professional compensation in accordance with Article II.A.2 of this Plan.

H. Nonseverability of Plan Provisions

If, before Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided* that any such alteration or interpretation must be in form and substance acceptable to the Debtors, the First Lien Agent, and the Required Supporting Lenders; *provided, further*, that the Debtors may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

I. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Petition Date shall be returned to the Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind. Upon receipt, the Debtors shall transfer such funds to the First Lien Agent for distribution to the First Lien Lenders in accordance with the Plan .

J. Term of Injunctions or Stays

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

K. Entire Agreement

Except as otherwise indicated herein and except for the terms and conditions of the Sale and Plan Support Agreement, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

L. Exhibits

All exhibits hereto are incorporated into and are a part of the Plan as if set forth in full in the Plan. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

M. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan, and, therefore, will have no liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the securities offered and sold under the Plan.

N. Closing of Chapter 11 Cases

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

O. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, the Plan shall govern and control. In the event of a conflict between any provision of the Plan and the Confirmation Order, the Confirmation Order shall govern and control.

P. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

Q. Tax Reporting and Compliance

The Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

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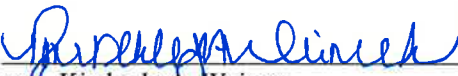
XI.

CONCLUSION AND RECOMMENDATION

The Debtors, the Consenting First Lien Lenders, the First Lien Agent, and the Consenting Second Lien Lenders believe the Plan is in the best interests of all stakeholders and urge the Holders of Claims in Classes 2, 3, and 4 to vote in favor thereof.

Dated: May 18, 2018
Wilmington, Delaware

ENDURO RESOURCE PARTNERS LLC
and each of its Debtor Affiliates

By: 
Name: Kimberly A. Weimer
Title: Vice President and Chief Financial Officer