IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TEMPLAR ENERGY LLC, *et al.*,[1]	Case No. 20-11441 (BLS)
Debtors.	(Jointly Administered)
	Ref. Docket No. 15, 16, 17

DECLARATION OF BRIAN A. SIMMONS IN SUPPORT OF CONFIRMATION OF THE JOINT PREPACKAGED PLAN OF LIQUIDATION OF TEMPLAR ENERGY LLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Brian A. Simmons, do hereby declare, under penalty of perjury, that:

1. I serve as the Chief Executive Officer of Templar Operating, LLC ("**Templar Operating**"), a debtor and debtor-in-possession in the above-captioned cases, and six of its affiliates and subsidiaries (collectively, the "**Debtors**" or the "**Company**"). I am also a member of the Board of Managers of Debtor TE Holdcorp, LLC. I joined the Company in August 2013 and have served in my current capacity since April 2019.

2. As Chief Executive Officer, I oversee, among other things, the operations and financial activities of the Company, including, but not limited to, monitoring cash flow, business relationships, workforce issues, and financial planning. In this capacity, I have been extensively involved in the events leading up to the commencement of the chapter 11 cases by the Debtors (the "**Chapter 11 Cases**") and throughout the Chapter 11 Cases. I have detailed knowledge of, and experience with, the business, financial, and legal affairs of the Debtors and the industry in which they operate. I previously submitted the *Declaration of Brian Simmons in*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Templar Energy LLC (4719), TE Holdcorp, LLC (6730), TE Holdings, LLC (3115), TE Holdings II, LLC (N/A), Templar Operating LLC (0810), Templar Midstream LLC (3275), and TE Holdings Management LLC (7467). The address of the Debtors' corporate headquarters is 4700 Gaillardia Parkway, Suite 200, Oklahoma City, Oklahoma 73142.

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Support of Debtors' Chapter 11 Petitions and First-Day Motions [Docket No. 3] (the "**First Day Declaration**"), which is incorporated herein by reference.

3. I submit this declaration (this "**Declaration**") in support of Confirmation of the *Joint Prepackaged Plan of Liquidation of Templar Energy LLC and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as may be further amended from time to time, the "**Plan**").[2] Except as otherwise indicated, all matters set forth in this Declaration are based on: (a) my personal knowledge; (b) my review of relevant documents; (c) my view, based upon my experience and knowledge of the Debtors' business and financial condition, as well as information supplied to me by other members of the Debtors' management team working under my supervision and the professional advisors retained by the Debtors in connection with these Chapter 11 Cases, and/or (d) as to matters involving United States bankruptcy law or rules or other applicable laws, my reliance on the advice of counsel to the Debtors. If I were called upon to testify, I could, and would, testify competently to the facts set forth herein.

4. Based on my personal involvement in the formation and negotiation of the Plan, my discussions with the Debtors' advisors, and my review of the Plan, the Plan Supplement, and the Disclosure Statement, I believe that the Plan complies with the applicable provisions of the Bankruptcy Code, that the Plan was proposed in good faith, and that the Debtors, acting through their officers, managers, and professionals, have conducted themselves in a manner that complies with applicable law in relation to the formulation and negotiation of, and solicitation of votes on, the Plan.

[2] Capitalized terms used but not otherwise defined herein have the meaning given to them in the Plan or the First Day Declaration, as applicable. Further, the description of the Plan contained herein is subject to and qualified in its entirety by the Plan. In the event of any conflict between the description of the Plan contained herein, and the terms of the Plan, the Plan shall control.

THE PLAN

5. I have reviewed and am generally familiar with the terms and provisions of the Plan. Together with the Debtors' bankruptcy counsel, I was personally involved in the development of and discussions regarding the terms of the Plan, among other things.

6. The Plan is the result of extensive, good faith, arm's-length negotiations among the Debtors, the RBL Agent, and the RBL Lenders, who support the Plan. The Debtors have received two objections to the Plan, consisting of (a) the *Objection by the United States to the Joint Prepackaged Plan of Liquidation of Templar Energy LLC and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 157], filed by the Department of Interior on behalf of the United States, and (b) the *Objection to Confirmation of the Debtors' Plan of Liquidation* [Docket No. 158] (the "**Le Norman Objection**"), filed by David D. Le Norman ("**Le Norman**"), Spitfire Energy Group, LLC ("**Spitfire**"), Le Norman Properties, LLC ("**Properties**"), Le Norman Titan Investment, LLC, Reign Capital Holdings, LLC, Reign Operating, LLC, Le Norman Group A LLC, Le Norman Group B LLC, Knight Legacy I LLC, Knight Legacy II LLC, and, allegedly, Le Norman Fund I, LLC[3] (collectively, the "**Le Norman Parties**").

7. On June 2, 2020, the Court entered the *Order (A) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (B) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (C) Approving The Combined Notice, and (D) Conditionally Waiving Requirement to Convene the Section 341 Meeting Of Creditors; and (E) Granting Related Relief* [Docket No. 63] (the "**Scheduling Order**"). To the best of my knowledge, the Debtors complied with the solicitation and noticing procedures

[3] I understand that Le Norman resigned from all positions with Le Norman Fund I, LLC in June 2016 and is not authorized to execute any agreements on behalf of Le Norman Fund I, LLC.

approved through the Scheduling Order, as well as the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law, as evidenced by the *Certification of Andres A. Estrada With Respect to the Tabulation of Votes on the Joint Prepackaged Plan of Liquidation of Templar Energy LLC and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 162], the *Certificate of Service* [Docket No. 94] for the *Notice of Commencement of Cases Under Chapter 11 of the Bankruptcy Code and Summary of Joint Prepackaged Chapter 11 Plan and Notice of Hearing to Consider (A) Adequacy of Disclosure Statement; (B) Confirmation of Plan of Reorganization; and (C) Related Materials* [Docket No. 70], and the *Proof of Publication in The New York Times Regarding Notice of Commencement of Cases Under Chapter 11 of the Bankruptcy Code and Summary of Joint Prepackaged Chapter 11 Plan and Notice of Hearing to Consider (A) Adequacy of Disclosure Statement; (B) Confirmation of Plan of Reorganization; and (C) Related Materials* [Docket No. 97].

SATISFACTION OF PLAN CONFIRMATION REQUIREMENTS

8. I have been advised by the Debtors' legal advisors and believe, based on my review of the Plan and my discussions with the Debtors' advisors, that the Plan satisfies all applicable provisions of the Bankruptcy Code and should be confirmed.

Sections 1129(a)(1) and (2) and Sections 1122 and 1123

9. I have been advised by counsel and believe that the Debtors, as proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) and 1129(a)(2) of the Bankruptcy Code, respectively.

10. In particular, I believe that each Class under the Plan only contains Claims that are substantially similar to other Claims within the Class, that similar Claims have not been placed into separate Classes, and that the Classes under the Plan were not prepared for purposes

of affecting the votes on the Plan or for any other inappropriate purposes. Further, the Plan provides for the same treatment of each Claim within a Class.

11. I believe that the Plan provides for adequate means for implementation of the Plan, and specifically provides for the appointment of the Plan Administrator, and mechanisms for the Debtors to distribute the Plan Administration Assets and ultimately dissolve. Finally, I believe that the provisions of the Plan are in the best interest of the Debtors' stakeholders and parties in interest.

RELEASE AND EXCULPATION PROVISIONS SHOULD BE APPROVED

12. The release and exculpation provisions of the Plan are also appropriate for the following reasons:

13. ***Release Provisions.*** I believe that the Releases by the Debtors and Releases by Holders of Claims and Interests set forth in the Plan are fair and reasonable, and appropriate based on the specific facts relevant to these Debtors, the Chapter 11 Cases, and the terms set forth in the Plan. With respect to the Debtor Releases, prepetition and over the course of these Chapter 11 Cases, I and other members of the Debtors' management team under my direction, with the assistance of the Debtors' advisors, conducted a review of potential claims and causes of action of the Debtors.[4] Prior to the Petition Date, the Debtors and their advisors preliminarily analyzed potential claims and causes of action of the Debtors, including by reviewing transaction documents relating to transactions entered into by the Debtors; reviewing payments made or anticipated to be made by the Debtors within the relevant preference periods; reviewing certain contracts entered into by the Debtors; conducting a review of the security interests granted pursuant to the RBL Credit Documents; and discussing ongoing and potential

[4] In the fall of 2019, certain of the Le Norman Parties blocked a proposed amendment of the Debtors' organizational documents that would have permitted the appointment of an independent director to conduct such analysis of potential claims and causes of action of the Debtors.

litigation with the Debtors' general counsel and relevant outside counsel. As a result of this review, the Debtors determined that colorable claims likely did not exist against Entities other than current litigants that have asserted claims against the Debtors and the Le Norman Parties. Notably, the Debtors identified no dividends or distributions within the applicable statutes of limitations that could give rise to any clawback claims in favor of the Debtors. Although certain Interests in the Debtors accrue payment-in-kind interest, the Debtors have not made any distributions on account of such accrued interest.

14. The Debtors chose to release claims against the Released Parties in order to garner support for the Plan and maximize the value of the Estates. I believe that the Released Parties have contributed significant time and effort to the Debtors' chapter 11 process. Without the promise of the Debtor Releases, the benefits arising under the Restructuring Support Agreement and the Plan may not have been possible. Moreover, I believe that the Debtor Releases were a material inducement to, and condition of, the concessions by and substantial contributions received from the Released Parties and were necessary to avoid a potentially heavily litigated chapter 11 process. The Debtors have now completed the review of their potential claims and have concluded that no colorable claims exist against Entities other than current litigants against the Debtors and the Le Norman Parties. The claims and causes of action investigated by the Debtors include the following:

15. Claims and Causes of Action Against the Le Norman Parties. I believe the Debtors have several colorable claims and causes of action against the Le Norman Parties. While I believe the Company has colorable claims against the Le Norman Parties, I do not believe that the potential recoveries on these claims justify the cost and delay of litigation to pursue recoveries on the claims. Under the Plan, these claims have been preserved as counterclaims

solely to the extent necessary to set off against, reduce, or dispute any Claim or Cause of Action asserted against the Debtors or the Estates.

16. As disclosed in the First Day Declaration, in August 2018, the Company entered into a purchase agreement for the sale of all 12 of its saltwater disposal wells and facilities to Spitfire, a Le Norman Party. Spitfire currently provides saltwater disposal services to the Debtors, and the Debtors are currently involved in a dispute with Spitfire regarding, among other things, Spitfire's failure to remit proceeds from the sale of skim oil to the Debtors. On May 6, 2020, Spitfire commenced litigation against Debtors Templar Energy LLC and Templar Operating LLC in the District Court of Oklahoma County in the State of Oklahoma, asserting various claims against the Debtors relating to the Debtors' failure to remit certain payments to Spitfire, and the purchase agreement pursuant to which Spitfire acquired the wells. I believe that the Debtors have valid claims and counterclaims against Spitfire relating to, among other things, Spitfire's failure to remit proceeds from the sale of skim oil to the Debtors. As part of the Le Norman Stipulation, Spitfire would dismiss this litigation with prejudice under certain circumstances.

17. I further believe that the Debtors have valid claims against Properties for services provided to Properties, for the sole benefit of Le Norman Fund I, LLC, between September 2016 and December 2019. I understand that the Debtors' employees provided certain management services, including accounting and hedging services, to Properties, for the sole benefit of Le Norman Fund I, LLC. However, the Debtors have not been reimbursed appropriately for the provision of these services by the Debtors' employees to Properties. I therefore believe that the Debtors have valid claims against Properties for the uncompensated value of the services provided by the Debtors' employees.

18. Moreover, I believe that the Debtors may have colorable claims against Le Norman relating to severance payments that were made to Le Norman pursuant to the Separation Agreement, dated April 26, 2019, between Le Norman and certain of the Debtors. I understand from the Debtors' advisors that in certain circumstances, severance payments made to insiders could be avoided as fraudulent transfers.

19. Claims Relating to the 2016 Restructuring. As described in the First Day Declaration, on September 21, 2016, Templar completed an out-of-court restructuring and recapitalization transaction, which eliminated 100% of the Company's $1.45 billion of second lien debt and provided the Company with a $365 million new money equity investment. Pursuant to the 2016 Restructuring, second lien lenders received approximately $133 million in cash and 45% of the equity in the Company (after dilution) in exchange for their outstanding secured debt claims of $1.45 billion, and were eligible to participate in a fully-backstopped rights offering for participating preferred equity in the Company. Pursuant to the rights offering, the Company raised $365 million in cash (which included $145 million from certain legacy equity holders), the proceeds of which were used to fund the cash consideration to each second lien lender, significantly pay down the RBL Facility, further add to the Company's liquidity, and pay transaction costs and expenses. In connection with the 2016 Restructuring, the terms of the RBL Credit Agreement were amended and restated to include, among other things, a new borrowing base of $600 million and an extension of the maturity of the RBL Facility to September 2020.

20. Following conversations with the Debtors' advisors and other members of the management team, I believe that the Debtors do not have any colorable claims in connection with the 2016 Restructuring for several reasons. First, I understand that any actual or constructive fraudulent transfer claims arising under section 548 of the Bankruptcy Code are

time-barred under the two-year statute of limitations of the Bankruptcy Code because the 2016 Restructuring closed in September 2016, nearly four years prior to the Petition Date. Second, I believe that any actual fraudulent transfer claim fails because there is no basis to conclude that there was any "actual intent to hinder, delay, or defraud creditors" in connection with the 2016 Restructuring, as section 548(a)(1)(A) requires. Indeed, the 2016 Restructuring significantly benefited the Debtors and materially reduced the Debtors' debt burden in a consensual out-of-court transaction. Third, I believe that any constructive fraudulent transfer claim fails for the additional reason that there is no evidence under section 548(a)(1)(B) of the Bankruptcy Code or applicable state law that the Debtors received less than reasonably equivalent value in exchange for the transfers and obligations incurred by the Debtors in connection with the 2016 Restructuring transactions, which consisted of the exchange of secured second lien debt claims for equity, the right to subscribe for equity, and cash in an amount less than 10% of the principal amount of exchanged debt. No party has alleged that the Company has any claims in connection with the 2016 Restructuring, which is the last major transaction engaged in by the Company, and the only significant transaction potentially within what I understand to be the applicable state law statute of limitations.

21. Claims Against Chalker Energy Partners. In 2012, the predecessors to the Debtors were involved in a bidding process for certain assets being sold by Chalker Energy Partners III, LLC ("**Chalker**"), that ultimately resulted in litigation over whether a valid, enforceable sale agreement had been reached between the parties. I understand that Le Norman, in his prior capacity as CEO of the predecessors to the Debtors, believed that the Company had a claim of at least $300 million against Chalker. The Company diligently pursued its claims against Chalker, but on February 28, 2020, the Texas Supreme Court ruled against the Company.

As such, the Debtors believe that there is no value in continuing to pursue claims against Chalker.

22. Claims Against the RBL Agent and RBL Lenders. The Debtors, with the assistance of their advisors, have conducted a review of the security interests granted to the RBL Secured Parties in the Prepetition Collateral. Pursuant to such review, the Debtors have concluded that the valid and perfected security interests securing the RBL Facility are materially consistent with the security interests granted in the RBL Credit Documents. Based on my discussions with the Debtors' advisors, I understand that to the extent that any of the Debtors' assets are unencumbered, the value of such assets does not exceed the amount of any administrative, priority, or other secured claims in these Chapter 11 Cases.

23. WAFWA Counterclaim. The Debtors are currently involved in litigation with the Western Association of Fish and Wildlife Agencies ("**WAFWA**") in the District Court of Oklahoma County, in the State of Oklahoma. Although the Debtors have asserted a counterclaim against WAFWA in the litigation in the amount of at least $350,000, the Debtors do not believe there is a substantial likelihood of any significant recovery on the counterclaim outside of the context of that litigation. The Debtors have preserved the counterclaim against WAFWA solely to the extent necessary to set off against, reduce, or dispute any such Claim or Cause of Action asserted by WAFWA against the Debtors or the Estates.

24. In summary, as a result of the Debtors' review of potential claims, the Debtors have concluded that the Debtors have no colorable claims against any Entities other than against current litigants against the Debtors and the Le Norman Parties. The Debtors have also concluded that pursuing any claims against Entities other than as counterclaims in the context of any litigation brought against the Debtors would be costly and disruptive to the Debtors and their

chapter 11 and Wind Down process, and likely would not result in any significant recovery for the Estates. I understand that, nevertheless, the Debtor Releases contain carve-outs for claims arising from fraud, willful misconduct, and gross negligence.

25. Based on my firsthand experience with Le Norman and my conversations with the Debtors' restructuring advisors, I believe that the Le Norman Parties could attempt to assert claims against the Released Parties, including alleged derivative claims of the Debtors, notwithstanding the lack of any such colorable claims. Prior to and after Le Norman's separation from the Debtors in April 2019, the Debtors maintained and continue to maintain business relationships with several of the Le Norman Parties. Based on my personal experience, the relationship between the Le Norman Parties and the Debtors has been contentious since Le Norman separated from the Debtors in April 2019. As discussed above, many of the Le Norman Parties, including Spitfire, Le Norman, and Properties, have recently taken adversarial and hostile positions toward the Debtors and their management, including the commencement of actual litigation by Spitfire against certain of the Debtors prior to the Petition Date. I believe that preserving potential claims and causes of action against the Le Norman Parties, and excluding the Le Norman Parties from the Released Parties and Exculpated Parties, is in the best interests of the Estates unless the Le Norman Parties grant a voluntary third party release (including under the circumstances set forth in the Le Norman Stipulation).

26. Moreover, I understand that the Debtors have indemnification and defense advancement obligations to a number of the Released Parties. Pursuant to section 7.2 of the Amended and Restated Limited Liability Company Agreement of TE Holdcorp, LLC, Debtor Holdcorp is required to indemnify and advance defense costs for its managers, officers, and members for claims relating to Holdcorp. Similarly, pursuant to section 9.2 of the Amended and

Restated Limited Liability Company Agreement of TE Holdings, LLC, Debtor Holdings is required to indemnify and advance defense costs for its officers and members for claims relating to Holdings. Section 12.03(b) of the RBL Credit Agreement also requires Debtor Templar Energy LLC to indemnify the RBL Agent, the RBL Agents, and their affiliated parties from claims relating to the RBL Credit Documents. Likewise, section 12.03(b) of the DIP Credit Agreement requires certain of the Debtors to indemnify the DIP Agent and DIP Lenders. These obligations would be triggered if any parties attempt to assert derivative claims against such Released Parties, even though the Debtors identified no colorable claims of value against the Released Parties. As a result, in a meeting of the board of managers of Holdcorp held on May 31, 2020, the Debtors and their advisors discussed, among other things, the limited Debtor claims they had identified and the scope of the releases that had been negotiated with the RBL Lenders in good faith. Following this discussion, the board decided to approve the Plan, including the Debtor Releases, in a valid exercise of its business judgment. I believe that releasing the Released Claims is a reasonable exercise of the Debtors' business judgment and in the best interests of the Estates and all stakeholders in interest to build support for the Plan and maximize the value of the Estates.

27. ***Exculpation.*** Each party receiving exculpation under the Plan is a fiduciary of the Debtors and the Estates, and I believe that the protection from liability that the exculpation clause provides to these parties is appropriate given their efforts in the Chapter 11 Cases and the Plan process and their fiduciary relationship with the Debtors and the Estates.

Section 1129(a)(3)

28. Based on my personal involvement in the formation and negotiation of the Plan and my discussions with the Debtors' advisors, I believe that the Plan has been proposed by

the Debtors in good faith, with the legitimate purpose of responsibly winding down the Estates in an orderly fashion and maximizing the value of each of the Debtors and the recoveries of all stakeholders under the circumstances of the Chapter 11 Cases. The Plan is the product of extensive, arm's-length negotiations between the Debtors, the RBL Agent, and the RBL Lenders, the only Holders of Claims or Interests entitled to vote on the Plan.

29. The Debtors filed the Plan in good faith and with the expectation that the Plan will allow for the responsible Wind Down of the Estates and distribution of the Plan Administration Assets to the Debtors' stakeholders in accordance with the order of priority set forth in the Bankruptcy Code. Further, I believe that the Plan maximizes the value of the estates for the Debtors' stakeholders. Prior to and throughout the Plan process, the Debtors have continued and continue to negotiate in good faith with parties-in-interest to achieve a consensual plan of liquidation that would maximize recoveries for all stakeholders.

Section 1129(a)(4)

30. Any payments made or to be made for services or for costs and expenses incurred in connection with the Chapter 11 Cases are subject to the Court's approval. I also believe that all of the payments to be made under the Plan are reasonable and appropriate in the Chapter 11 Cases, and I believe that the payments for the costs and expenses of the Plan Administrator set forth in the Plan will secure and compensate parties for providing services necessary to the effectuation and implementation of the Plan and the Wind Down of the Estates.

Section 1129(a)(5)

31. Section V.J of the Plan provides for the deemed resignation of the Debtors' directors and officers and appointment of the Plan Administrator as the sole officer, member, and manager of each Debtor. The responsibilities of the Plan Administrator will

include the following: (a) to conduct the Plan Administration Process, including making distributions to Holders of Allowed Claims and the administration of the Plan Administration Assets in accordance with the Plan; (b) to conduct the Wind Down; (c) to facilitate the dissolution of the Debtors; (d) to resolve Disputed Claims; (e) to oversee the filing of final tax returns, if any; (f) to execute and deliver any documents necessary to effectuate and further evidence the terms and conditions of the Plan; (g) to file and obtain an order closing the Chapter 11 Cases as soon as practicable; and (h) such other responsibilities as may be vested in the Plan Administrator pursuant to the Plan or Bankruptcy Court order that are necessary and proper to carry out the provisions of the Plan. I believe that the appointment of the Plan Administrator is in the best interests of creditors and consistent with public policy.

Section 1129(a)(6)

32. The Debtors' business does not involve the establishment of rates subject to approval of any governmental regulatory commission, and, as a result, the Plan does not propose the change of any such rates.

Section 1129(a)(7)

33. As described in the Liquidation Analysis attached as Exhibit C to the Disclosure Statement, I understand that Holders of Claims and Interests in Classes 4, 5, 6, 7, and 8 are expected to receive no recovery under a hypothetical chapter 7 liquidation. Based on the foregoing, I believe that the Plan satisfies the "best interests test" because no creditor or equity holder in Classes 4 through 8 (which are the remaining impaired classes under the Plan) would receive or retain property on account of its Claim or Interest under a liquidation scenario of a value that is more than such party will receive under the Plan.

Sections 1129(a)(8) and 1129(b)

34. 100% of Class 3 Holders of RBL Secured Claims voted to accept the Plan, and Unimpaired Classes are deemed to accept in accordance with the Plan. However, I am advised that Class 4, Class 5, Class 6, Class 7, and Class 8 (the "**Deemed Rejecting Classes**") are deemed to reject the Plan. As such, the Plan does not meet the requirements of section 1129(a)(8) of the Combined Disclosure Statement and Plan, but I believe the Plan can still be confirmed because the Plan satisfies the "cram down" provisions of 1129(b) of the Bankruptcy Code.

35. No Claims or Interests junior to the Deemed Rejecting Classes are receiving or retaining any property under the Plan, and on the basis of my discussions with the Debtors' legal advisors, I believe that the Plan satisfies the "cram down" requirements. Furthermore, as evidenced by the estimated recoveries set forth in the Plan, no Class of Claims or Interests is receiving more than full payment on account of their Claims. Additionally, the Plan provides for similarly situated creditors to receive the same treatment and, as a result, I do not believe the Plan unfairly discriminates between any creditors. Accordingly, I believe that the cram down test of section 1129(b) of the Bankruptcy Code is satisfied.

Section 1129(a)(9)

36. I have been advised and believe that the Plan's treatment of Administrative Expense Claims, DIP Claims, Fee Claims, and Priority Tax Claims satisfies section 1129(a)(9) of the Bankruptcy Code.

Section 1129(a)(10)

37. Class 3, which is impaired, voted to accept the Plan, determined without including any acceptance of the plan by any insider.

Section 1129(a)(11)

38. The Plan is a plan of liquidation designed to maximize the value of the Debtors' remaining assets and to distribute Plan Administration Assets in an orderly and efficient manner to certain Holders of Allowed Claims in accordance with the priority scheme of the Bankruptcy Code. Based on a review of actual claims asserted against the Debtors and a review of the Wind Down Budget, the Debtors expect to have sufficient cash to ensure that the holders of Allowed Administrative Expense Claims, DIP Claims, Fee Claims, Priority Tax Claims, Other Secured Claims, Other Priority Claims, and RBL Secured Claims will receive the distributions set forth in the Plan. I do not believe that the Debtors will require further financial reorganization following the Effective Date of the Plan.

Section 1129(a)(12)

39. The Plan provides that all fees required under 28 U.S.C. § 1930 will be paid on the Effective Date or when such fees come due in the ordinary course, and I believe the Debtors and the Estates have adequate means to make such payments.

Section 1129(a)(13)

40. The Debtors do not have any retiree benefit programs within the meaning of section 1114 of the Bankruptcy Code.

Section 1129(c)

41. The Plan is the only chapter 11 plan that has been proposed in the Chapter 11 Cases.

Section 1129(d)

42. The Plan does not have as one of its principal purposes the avoidance of taxes or avoidance of the requirements of Section 5 of the Securities Act of 1933, and I am unaware of any filing by any governmental agency asserting such avoidance.

CONCLUSION

43. I believe that the Plan will enable the holders of Allowed Claims to realize the highest possible recoveries under the circumstances of the Chapter 11 Cases. I therefore conclude that the Plan is in the best interests of all creditors and respectfully request that the Court enter an order confirming the Plan.

[*Remainder of page intentionally left blank*]

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: July 9, 2020

/s/ Brian Simmons
Brian Simmons
Chief Executive Officer
Templar Operating, LLC