



ENTERED  
07/14/2016

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In re:

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: Chapter 11  
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JUNIPER GTL LLC<sup>1</sup>

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: Case No. 16-31959  
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: Debtor.  
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**ORDER CONFIRMING JUNIPER'S FIRST AMENDED CHAPTER 11  
PLAN OF LIQUIDATION, AS REVISED AND MODIFIED**

On July 13, 2016, this Court conducted a hearing (the "**Confirmation Hearing**") to consider confirmation of *Juniper GTL LLC's First Amended Chapter 11 Plan of Reorganization, as Revised and Modified (filed at ECF No. 285)* and attached hereto as **Exhibit A** (the "**Plan**"), the solicitation version of which was filed May 31, 2016 [Docket No. 183], as proposed by Juniper GTL LLC (the "**Debtor**" or "**Juniper**");

*Juniper GTL LLC's First Amended Disclosure Statement, as Revised, for Its First Amended Chapter 11 Plan of Liquidation, as Revised*, the solicitation version of which was filed on May 31, 2016 [Docket No. 183] (the "**Disclosure Statement**"), was previously approved by the Court pursuant to the *Order (I) Approving First Amended Disclosure Statement, as Revised; (II) Approving Solicitation Package; (III) Establishing Voting Record Date for Entitlement to Solicitation Package and to Vote on Plan of Liquidation; (IV) Approving Procedures for Distribution of Solicitation Package; (V) Approving Form of Ballots; (VI) Establishing Last Date for Receipt of Ballots; (VII) Approving Procedures for Vote Tabulation; (VIII) Establishing Deadline and Procedures for Filing Objections to Confirmation of First Amended Plan of*

<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 3161. The corporate address of the Debtor is 1001 Fannin, Suite 3950, Houston, Texas 77002.

*Liquidation; and (IX) Approving Form and Manner of Notice of Confirmation Hearing and Related Issues*, entered on May 18, 2016 [Docket No. 164] (the “**Disclosure Statement Order**”);

IT APPEARING TO THE COURT that, on June 13, 2016, the Court held a hearing to consider approval of the sale of substantially all of the Debtor’s assets pursuant to the Stalking Horse Purchase Agreement, as amended to RD Juniper LLC (the “**Sale Hearing**”) and, at the conclusion of the Sale Hearing, the Court entered its *Order (I) Approving the Sale of the Purchased Assets Free and Clear of Claims, Liens, Interests and Encumbrances; (II) Approving the Assumption of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 234] (the “**Sale Order**”) which, among other things, approved the sale of substantially all of the Debtor’s assets to RD Juniper LLC and the transfer and assumption of certain executory contracts and assignment thereof (the “**Sale**”) to RD Juniper LLC (the “**Purchaser**”), all as set out further in the Stalking Horse Purchase Agreement, and the closing of the Sale occurred thereafter on June 27, 2016 [Docket No. 268];

IT FURTHER APPEARING TO THE COURT that the Debtor has filed with the Court, following the filing of the Notice of Proposed (I) Assumption and Assignment of Designated Executory Contracts and (II) Rejection of Contracts [Docket No. 173], three Supplemental Notices of Proposed Assumption and Assignment of Designated Executory Contracts [Docket Nos. 220, 243, and 252] (together, the “**Assumption Notices**”), as such documents related to the Debtor’s Sale and the related assumption, assignment, cure and transfer of the Transferred Contracts which documents provided for the list of contracts, executory contracts and unexpired leases that were transferred and assumed and assigned to the Purchaser;

IT FURTHER APPEARING TO THE COURT that the proceeds of the Sale, in combination with the assumption and cure of the Debtor’s executory contracts pursuant to the

Assumption Notices (the “**Contract Assumption**”) and related payment of numerous creditors of the Debtor’s estate, provides a means to distribute sales proceeds to the remaining unpaid creditors, not previously satisfied pursuant to the terms of the Sale and Contract Assumption, as provided pursuant to the terms of the Plan, on a good-faith basis, and not by any means forbidden by law;

IT FURTHER APPEARING TO THE COURT that the Debtor filed a Motion to Approve Compromise [Docket No. 249] which, among other things, provides for the compromise of claims as between the Debtor and the Debtor’s estate, on the one hand, and Westlake GTL LLC and Velocys plc (together, “**Westlake**”), on the other hand, and that such compromise provides for the waiver of all claims as between the Debtor and Westlake as more specifically provided by this Court’s Order dated July [13], 2016;

IT FURTHER APPEARING TO THE COURT that the Court-approved solicitation and noticing procedures have been followed as set forth in the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting And Tabulation of Ballots Accepting and Rejecting Juniper GTL LLC’s First Amended Chapter 11 Plan of Liquidation, as Revised* [Docket No. 275] (the “**DRC Declaration**”);

IT FURTHER APPEARING TO THE COURT that (a) *Notice of Selection of Liquidating Trustee dated June 10, 2016* [Docket No. 214], and (b) *Plan Supplement and Notice of Filing of Liquidating Trust Agreement dated July 1, 2016* [Docket No. 272], collectively containing the following: (i) identification of the Liquidating Trustee; and (ii) the form of the Liquidating Trust Agreement (items (a) and (b) above collectively, and as they may be modified in accordance with their respective terms, the “**Plan Documents**”);

IT FURTHER APPEARING TO THE COURT that the deadline for filing objections to the Plan has passed and no objections were filed;

IT FURTHER APPEARING TO THE COURT that the deadline for casting ballots to accept or reject the Plan has passed and that the results of voting have been certified by Donlin, Recano Company, Inc. ("**DRC**"), acting as voting agent, as set forth in the DRC Declaration and that at least one Impaired Class of Creditors has voted in favor of the Plan excluding the votes of any Insiders;

IT FURTHER APPEARING TO THE COURT that the Debtor has presented testimony, evidence and argument of counsel in support of confirmation of the Plan, and other parties in interest have had the opportunity to cross-examine witnesses, present additional testimony, evidence or argument of counsel;

NOW, THEREFORE, based upon the Court's review of (a) the Disclosure Statement, (b) the Plan, (c) the Plan Documents, (d) the evidence and testimony, (e) the DRC Declaration, (f) all of the evidence proffered or adduced at, filings in connection with, and arguments of counsel made at, the Confirmation Hearing, and (g) the entire record of the Chapter 11 Case, and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>2</sup>

A. Jurisdiction; Venue; Core Proceeding. The Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. § 1408. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L) upon which this Court may issue a final order, and confirmation of a plan by this Court is a constitutional exercise of the jurisdiction and power conferred by Congress on this Court. This Court has

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<sup>2</sup> The findings of fact and the conclusions of law stated in this Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to the proceeding by Fed. R. Bankr. P. 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Case maintained by the Clerk of the Court and/or its duly-appointed agent, including, without limitation, all proofs of claim, all pleadings and other documents filed with, all orders entered by, and all evidence and argument made, proffered or adduced at the hearings held before the Court during the pendency of the Chapter 11 Case.

C. Transmittal and Mailing of Solicitation Materials and Notices. The solicitation materials and notices prescribed by the Disclosure Statement Order were served in compliance with the Disclosure Statement Order, and such service was appropriate and sufficient. Appropriate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be noticed pursuant to the Disclosure Statement Order was given in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order, and no other or further notice is or shall be required.

D. Adequacy of Solicitation Procedures. All procedures used to distribute the solicitation materials to the appropriate creditors and interest holders entitled to vote on the Plan and to tabulate the ballots returned by creditors and interest holders were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of a disclosure statement containing adequate information, and otherwise in compliance with 11 U.S.C. §§ 1125 and 1126 and Fed. R. Bankr. P. 3017 and 3018.

E. Good Faith Solicitation -- 11 U.S.C. § 1125(e). The Debtor and its Professionals have acted in good faith within the meaning of 11 U.S.C. §§ 1125(e) and 1129(a)(3), and in

compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in 11 U.S.C. § 1125, and are entitled to the protections afforded by 11 U.S.C. § 1125(e) and, to the extent applicable, the exculpation and injunctive provisions set forth in Article X.C and X.E of the Plan.

F. Impaired Classes that Have Voted to Accept or Reject the Plan. Classes 1, 2 and 5 are each Impaired under and entitled to vote on the Plan. As evidenced by the DRC Declaration, which certified both the method and results of the voting, Classes 2 and 5 have affirmatively voted to accept the Plan pursuant to the requirements of 11 U.S.C. §§ 1124 and 1126, and Class 1 had no qualified votes regarding the Plan as such creditors were paid in full by virtue of the cure of their contracts. All ballots cast in Class 1, notwithstanding their payment by virtue of cure payments, were in favor of the Plan.

G. Classes Deemed to Accept Plan. Classes 3 and 4 are Unimpaired under the Plan. Pursuant to 11 U.S.C. § 1126(f), holders of such Unimpaired Claims are conclusively presumed to have accepted the Plan.

H. Classes Deemed to Reject Plan. Classes 6 and 7 are Impaired under the Plan and not anticipated to receive any distribution under the Plan. Pursuant to 11 U.S.C. § 1126(g), holders of Impaired Claims or Interests that are not anticipated to receive a distribution under the Plan are conclusively presumed to have rejected the Plan.

I. Releases, Exculpations and Injunctions. The release, exculpation and injunction provisions set forth in Article X.B, X.C and X.E of the Plan: (a) are within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b) and 1334(d); (b) are an essential means of implementing the Plan pursuant to 11 U.S.C. § 1123(a)(5); (c) are an integral element of the

transactions incorporated into the Plan; (d) confer material benefits on, and are in the best interests of, the Debtor, its Estate and its creditors; (e) are important to the overall objectives of the Plan to finally resolve all Claims among or against the key parties in interest in the Chapter 11 Case with respect to the Debtor; and (f) are consistent with 11 U.S.C. §§ 105, 1123 and 1129, and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the Chapter 11 Case is sufficient to support the release, exculpation and injunction provisions contained in the Plan.

J. Plan Compliance with Bankruptcy Code -- 11 U.S.C. § 1129(a)(1). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(1).

(i) Proper Classification -- 11 U.S.C. §§ 1122, 1123(a)(1). Aside from Administrative Claims and Priority Tax Claims, which need not be classified, the Plan designates seven Classes of Claims against and Interests in the Debtor. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. The classification of Claims and Interests in the Plan is reasonable and necessary, and has a rational, justifiable and good-faith basis. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

(ii) Specify Unimpaired Classes -- 11 U.S.C. § 1123(a)(2). Article III.A and III.B.3 and 4 of the Plan specify that Classes 3 and 4 are Unimpaired under the Plan, thereby satisfying 11 U.S.C. § 1123(a)(2).



(iii) Specify Treatment of Impaired Classes -- 11 U.S.C. § 1123(a)(3). Article III.A and III.B.1, 2, 5, 6 and 7 of the Plan specify that Classes 1, 2, 5, 6 and 7 are Impaired, and Article III.B of the Plan specifies the treatment of Claims and Interests in those Classes, thereby satisfying 11 U.S.C. § 1123(a)(3).

(iv) No Discrimination -- 11 U.S.C. § 1123(a)(4). The Plan provides for the same treatment for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying 11 U.S.C. § 1123(a)(4).

(v) Implementation of Plan -- 11 U.S.C. § 1123(a)(5). Article V and other provisions of the Plan provide adequate means for implementation of the Plan, including: (a) vesting all of the property of the Estate and of the Debtor in the Liquidating Trust free and clear of any and all Claims, Liens and Equity Interests, except for those Claims and Liens expressly provided for in the Plan; (b) creation of the Liquidating Trust and vesting of the Liquidating Trust Assets in the Liquidating Trust; (c) appointment of the Liquidating Trustee; and (d) the termination and discharge of all of the officers and managers of the Debtor. The Plan provides adequate and proper means for its implementation, thereby satisfying 11 U.S.C. § 1123(a)(5).

(vi) Non-Voting Equity Securities -- 11 U.S.C. § 1123(a)(6). The Plan is a liquidating plan, and no non-voting securities exist with respect to the Debtor. Thus, the requirements of 11 U.S.C. § 1123(a)(6), to the extent applicable, are satisfied.

(vii) Selection of Officers and Directors -- 11 U.S.C. § 1123(a)(7). In the Plan Supplement, the Debtor has properly and adequately disclosed the identity and affiliations of the Liquidating Trustee (subject to replacement or removal in accordance with the terms of the Liquidating Trust's governing documents) and, upon the Effective



Date, provides for the resignation of the officers of Debtor. The appointment of Keith Enger as Liquidating Trustee is consistent with the interests of holders of Claims and Interests and with public policy and, accordingly, satisfies the requirements of 11 U.S.C. § 1123(a)(7).

(viii) Additional Plan Provisions -- 11 U.S.C. § 1123(b). The Plan's additional provisions, including in respect of the rejection of the Debtor's executory contracts and unexpired leases and the settlements and compromises effected by the Plan, are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

(ix) Compliance with Fed. R. Bankr. P. 3016. The Plan is dated and identifies the entity submitting it, thereby satisfying Fed. R. Bankr. P. 3016(a). The filing of the Disclosure Statement with the Court satisfies Fed. R. Bankr. P. 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Fed. R. Bankr. P. 3016(c) to the extent applicable.

(x) Compliance with Fed. R. Bankr. P. 3017. The Debtor has given notice of the Confirmation Hearing as required by Fed. R. Bankr. P. 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to creditors and interest holders entitled to vote on the Plan in accordance with Fed. R. Bankr. P. 3017(d).

(xi) Compliance with Fed. R. Bankr. P. 3018. The solicitation of votes to accept or reject the Plan satisfies Fed. R. Bankr. P. 3018. The Plan was transmitted to all creditors and interests holders entitled to vote on the Plan, sufficient time was prescribed for such creditors and interest holders to accept or reject the Plan, and the solicitation

materials used and solicitation procedures followed comply with 11 U.S.C. §§ 1125 and 1126, thereby satisfying the requirements of Fed. R. Bankr. P. 3018.

K. Compliance with Bankruptcy Code -- 11 U.S.C. § 1129(a)(2). The Debtor, as the proponent of the Plan, has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(2).

L. Plan Proposed in Good Faith -- 11 U.S.C. § 1129(a)(3). The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying 11 U.S.C. § 1129(a)(3). In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan. The Debtor filed its Chapter 11 Case and the Plan with legitimate and honest purposes including, among other things, maximization of the recovery to creditors under the circumstances of the case. Furthermore, the Plan and the Plan Documents reflect and are the result of extensive, arm's-length and good faith negotiations among the Debtor and other creditors and parties in interest in the Chapter 11 Case and are consistent with the best interests of the Estate, creditors and other stakeholders. The Plan achieves a fair result, consistent with the objectives and purposes of the Bankruptcy Code. The Debtor and each of their respective officers, directors, employees, advisors and professionals acted in good faith in negotiating, formulating, and proposing, where applicable, the Plan, the Plan Documents, and all the agreements, compromises, settlements, transactions, and transfers contemplated thereby.

M. Payments for Services or Costs and Expenses -- 11 U.S.C. § 1129(a)(4). All payments made or to be made by the Debtor or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Case, or in connection with the Plan and incident to the Chapter 11 Case, have, to the extent required by the Bankruptcy Code, been approved by, or are subject to the approval of, the

Court as reasonable, thereby satisfying 11 U.S.C. § 1129(a)(4). Without limiting the generality of the foregoing, the selection and compensation of the Liquidating Trustee in accordance with the Plan and the Liquidating Trust Agreement is appropriate and proper.

N. Director, Officers and Insiders -- 11 U.S.C. § 1129(a)(5). The Debtor has complied with 11 U.S.C. § 1129(a)(5), as no directors and officers of the Debtor shall remain as employees of the Debtor, and the identity of the Liquidating Trustee and the nature of such Trustee's compensation have also been fully disclosed, to the extent applicable and presently determinable.

O. No Rate Changes -- 11 U.S.C. § 1129(a)(6). There is no regulatory commission having jurisdiction after confirmation of the Plan over the rates of the Debtor and no rate change provided for in the Plan requiring approval of any such commission. Therefore, 11 U.S.C. § 1129(a)(6) is not applicable.

P. Best Interests of Creditors -- 11 U.S.C. § 1129(a)(7). The Plan satisfies 11 U.S.C. § 1129(a)(7). The liquidation analysis included in the Disclosure Statement and any other evidence proffered or adduced at the Confirmation Hearing (a) are reasonable, persuasive and credible, (b) use reasonable and appropriate methodologies and assumptions, (c) have not been controverted by other evidence, and (d) establish that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. A chapter 7 liquidation of the Debtor would likely result in reduced recoveries for all of the Debtor's creditors due to statutorily required fees that would be paid to any chapter 7 trustee appointed in such converted case. However, pursuant to the Plan, holders of Administrative Claims, Priority Tax Claims, and Other Secured Claims will receive

full recovery on account of such Claims. Further, holders of Class 1 and Class 2 Claims and General Unsecured Claims are also entitled to receive distributions or other consideration with some value, and thus, the distributions provided under the Plan to all Holders of Claims and Interests equal or exceed the distributions that would be available in a chapter 7 liquidation. Holders of Claims or Interests in Classes 6 and 7 would receive no recovery in a chapter 7 liquidation.

Q. Acceptance or Rejection by Certain Classes -- 11 U.S.C. § 1129(a)(8). As evidenced by the DRC Declaration, Classes 2 and 5 are Impaired and have voted to accept the Plan and Classes 6 and 7 are deemed to have rejected the Plan. Nevertheless, the Plan is confirmable because it satisfies 11 U.S.C. § 1129(b) with respect to such non-accepting Classes of Claims and Interests as detailed more fully in paragraph Z below.

R. Treatment of Administrative and Priority Tax Claims -- 11 U.S.C. § 1129(a)(9). The treatment of Administrative Claims and Priority Tax Claims pursuant to Article II.A of the Plan satisfies the requirements of 11 U.S.C. §§ 1129(a)(9)(A), (B) and (C).

S. Acceptance by Impaired Class -- 11 U.S.C. § 1129(a)(10). Classes 2 and 5 are each Impaired, entitled to vote and have voted to accept the Plan in accordance with 11 U.S.C. §1126(c) excluding the votes of Insiders holding Allowed Claims in any of those Classes. Therefore, the requirement of 11 U.S.C. § 1129(a)(10) that at least one Class of Claims against or Interests in the Debtor that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any Insider, has been satisfied.

T. Feasibility -- 11 U.S.C. § 1129(a)(11). The Plan provides for a liquidation of the Debtor, such that the requirements of § 1129(a)(11) do not apply. Based upon the foregoing, the Court finds that the Debtor has satisfied the requirements of 11 U.S.C. § 1129(a)(11).

U. Payment of Fees -- 11 U.S.C. § 1129(a)(12). All fees payable under 28 U.S.C. § 1930 on or before the Effective Date, as determined by the Court, have been paid or will be paid on the Effective Date pursuant to Article XIII.C of the Plan, thus satisfying the requirements of 11 U.S.C. § 1129(a)(12).

V. Continuation of Retiree Benefits -- 11 U.S.C. § 1129(a)(13). The Debtor does not provide or pay any “retiree benefits,” as such term is defined in 11 U.S.C. § 1114. Section 1129(a)(13) of the Bankruptcy Code is therefore inapplicable to the Plan.

W. No Domestic Support Obligations -- 11 U.S.C. § 1129(a)(14). The Debtor is not required by a judicial or administrative order, or by statute, to pay any domestic support obligation, and 11 U.S.C. § 1129(a)(14) is therefore inapplicable to the Plan.

X. Individual Debtor Requirements -- 11 U.S.C. § 1129(a)(15). The Debtor is not an individual, and 11 U.S.C. § 1129(a)(15) is therefore inapplicable to the Plan.

Y. Transfers of Property -- 11 U.S.C. § 1129(a)(16). The Debtor is a moneyed, business, or commercial corporation or trust, and 11 U.S.C. § 1129(a)(16) is therefore inapplicable to the Plan.

Z. Fair and Equitable; No Unfair Discrimination as to Rejecting Classes -- 11 U.S.C. § 1129(b). Classes 6 and 7 are deemed to reject the Plan. The Plan does not discriminate unfairly and is fair and equitable with respect to Classes 6 and 7 because 11 U.S.C. §1129(b)(2)(B) and (b)(2)(C), as applicable, are satisfied. Thus, the Plan may be confirmed notwithstanding 11 U.S.C. § 1129(a)(8). Upon confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of Classes 6 and 7 and meets the criteria of 11 U.S.C. § 1129(b)(2)(B)(ii) and (b)(2)(C)(ii), as applicable, because no Class lower in the capital structure of the Debtor will obtain any distribution or retain any interest prior to Holders of Claims or Interest in such Classes being paid in full. To the extent required, the value to be

provided in connection with the distribution under the Plan has been market tested as a result of the bidding procedures approved by this Court [Docket No. 165], which procedures allowed for a public auction to acquire all of the Debtor's assets. The auction followed an extensive pre-bankruptcy marketing of the Debtor and its assets. The pre- and post-bankruptcy marketing and diligence opportunities for any interested parties to bid on the Debtor and/or its assets have, as a result, thoroughly exposed such assets to the market and have confirmed that the value to be provided under the Plan, as a result of the Sale proceeds, is a market value under the procedures and the Sale previously approved by this Court [Docket No. 234]. Moreover, Classes 3 and 5 will not be paid in full, and no proceeds would remain to be paid to subordinate classes. For all the foregoing reasons, the Plan may be confirmed notwithstanding the deemed rejection by Classes 6 and 7.

AA. Only One Plan -- 11 U.S.C. § 1129(c). Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Case. Accordingly, the requirements of 11 U.S.C. § 1129(c) have been satisfied.

BB. Principal Purpose -- 11 U.S.C. § 1129(d). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan, therefore, satisfies the requirements of 11 U.S.C. § 1129(d).

CC. No Objection to Disposition of Contracts and Leases. Pursuant to Article VI of the Plan, the Debtor has exercised sound business judgment in rejecting executory contracts and unexpired leases. No party to an executory contract or unexpired lease to be rejected by the Debtor pursuant to the Plan has objected to the rejection thereof.

DD. Burden of Proof. The Debtor has met its burden of proving the elements of 11 U.S.C. §§ 1129(a) and (b) by a preponderance of the evidence.

EE. Satisfaction of Confirmation Requirements. The Plan satisfies all of the requirements for confirmation set forth in 11 U.S.C. § 1129.

FF. Consummation in Good Faith. The Debtor and the Liquidating Trustee will be acting in good faith if they proceed to (1) consummate the Plan and the agreements, settlements, transactions, transfers, and distributions contemplated thereby; and (2) take the other acts or actions authorized and directed by this Confirmation Order.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Confirmation of Plan. The Plan, as may be amended by this Confirmation Order, is approved and confirmed under 11 U.S.C. § 1129. Any and all objections to the Plan, whether asserted in writing or at the Confirmation Hearing, not previously withdrawn or resolved as described in this Confirmation Order are hereby overruled in their entirety.

2. Incorporation of Terms and Provisions of Plan. The terms and provisions of the Plan are incorporated by reference into and are an integral part of this Confirmation Order. Each term and provision of the Plan is valid, binding and enforceable as though fully set forth herein. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent. The failure to specifically include or reference any particular term or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term and provision, it being the intent of the Court that the Plan, the Plan Documents, and all related agreements be approved and confirmed in their entirety.

3. Binding Effect. Effective on the Effective Date, the Plan and its provisions shall be binding upon the Debtor, the Liquidating Trust, the Liquidating Trustee, any individual or entity acquiring or receiving property or a distribution under the Plan and any holder of a Claim against or Interest in the Debtor, including all governmental entities, whether or not the Claim or



Interest of such holder is Impaired under the Plan and whether or not such holder has accepted the Plan, and their respective successor and assigns. Pursuant to 11 U.S.C. §§ 1123(a), 1123(b) and 1142(a) and the provisions of this Confirmation Order, from and after the Effective Date, the Debtor, the Liquidating Trust and the Liquidating Trustee shall comply with the Plan, the Plan Documents and all other Plan-related documents, and the Plan, the Plan Documents and all other Plan-related documents shall be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

4. Application of Absolute Priority Rule. The Plan satisfies the requirements of 11 U.S.C. § 1129(b) with respect to the rejecting votes of Class 6 and 7. Therefore, the treatment of the Claims in Classes 6 and 7 is approved.

5. Releases; Injunction. Subject to the exceptions and exclusions contained in the Plan, including, without limitation those set forth in Articles X.A, X.B, X.C and X.D of the Plan, the release provisions of Articles X.A, X.B and X.C of the Plan are approved, are incorporated by reference into and are an integral part of this Confirmation Order.

6. Determination of Discharge; Injunction. Subject to the exceptions and exclusions contained in the Plan, the discharge provisions of Article X.B of the Plan are approved, are incorporated by reference into and are an integral part of this Confirmation Order. Except as otherwise expressly provided herein, upon the Effective Date, all holders of Claims and Interests shall be forever precluded and enjoined, pursuant to Sections 105 and 524 of the Bankruptcy Code and Article X.B of the Plan, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtor.

7. Exculpation; Injunction. Subject to the exceptions and exclusions contained in the Plan, the exculpation provisions of Article X.E of the Plan, are incorporated by reference into and are an integral part of this Confirmation Order.

8. Injunction. Subject to the exceptions and exclusions contained in the Plan, the injunction provisions of Article X.C of the Plan are approved, are incorporated by reference into and are an integral part of this Confirmation Order.

9. Cancellation of Interests. Pursuant to Article III.B.7 of the Plan, except as otherwise specifically provided in the Plan or in this Confirmation Order, all Equity Interests shall be deemed automatically cancelled, discharged, and surrendered and shall be of no further force, and the obligations of the Debtor thereunder or in any way related thereto, including any obligation of the Debtor to pay any franchise or similar type taxes on account of such Interests, shall be discharged.

10. Plan Implementation Authorization. All implementing actions required or contemplated by the Plan, including but not limited to the appointment of the Liquidating Trustee and the vesting of the Liquidating Trust Assets in the Liquidating Trust, are hereby authorized and approved in all respects in accordance with the Plan. The Liquidating Trust shall be deemed for all purposes to have been created in connection with the Plan and this Confirmation Order, and the Liquidating Trustee shall have the rights, duties, and powers as set forth in the Plan and the Liquidating Trust Agreement. The Liquidating Trustee shall be authorized to take any action as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. For the avoidance of doubt, the Debtor and the Liquidating Trust and Liquidating Trustee are authorized and empowered to take any and all actions necessary or desirable to implement the transactions contemplated by the Plan and this Confirmation Order, including executing, delivering and performing under the Plan Documents and all other Plan-related documents, in each case without any requirement of further vote, consent, approval, authorization or other action by the stockholders, officers or directors, or

notice to, order of, or hearing before this Court. Any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Effective on the Effective Date, all existing officers and directors of the Debtor shall be deemed to have resigned from their respective positions. From and after the Effective Date, the Liquidating Trust may manage its affairs and property in accordance with the Plan and the Plan Documents, without supervision of or approval by the Bankruptcy Court, and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or this Confirmation Order.

11. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto.

12. Exemption from Certain Transfer Taxes. Pursuant to 11 U.S.C. § 1146(a), any transfers from the Debtor or the Liquidating Trust or any other person pursuant to, in contemplation of, or in connection with the Plan, shall not be taxed under any law imposing a stamp tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or government assessment, and the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to

all documents necessary to evidence and implement distributions under the Plan, including the documents contained in the Plan Supplement and all documents necessary to evidence and implement any of the transactions and actions described in the Plan or the Plan Supplement.

13. Applicable Non-Bankruptcy Law. Pursuant to 11 U.S.C. §§ 1123(a), 1123(b) and 1142(a), the provisions of this Confirmation Order, the Plan, or any other amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

14. Appointment of Liquidating Trustee. Pursuant to the Plan Supplement, the selection and appointment of Keith Enger to serve as Liquidating Trustee from and after the Effective Date, as provided in the Plan and in accordance with the Plan Documents, is approved. The proposed compensation for Keith Enger, as disclosed at the hearing, is approved.

15. Approval of Assumption or Rejection of Contracts and Leases. Unless otherwise provided herein or in another order of or in proceedings before the Court specifically dealing with an executory contract or unexpired lease that is subject to rejection pursuant to applicable provisions of Article VI of the Plan, the rejection of such contract or lease is hereby approved as of the Effective Date as proposed in the Plan. For the avoidance of doubt, all executory contracts and leases to which the Debtor is a party (that were not previously assumed or rejected by order of this Court) shall be rejected pursuant to this Confirmation Order.

16. Claims Based on Rejection of Executory Contracts and Unexpired Leases. Claims created by the rejection of executory contracts and unexpired leases pursuant to Section Article VI of the Plan, or the expiration or termination of any executory contract or unexpired lease prior to the Effective Date, must be filed with the Bankruptcy Court and served on the Debtor and the Liquidating Trustee and their respective counsel on or before thirty (30) days after the Effective Date. Except as expressly provided in the Plan or this Confirmation Order,

any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Article VI for which proofs of Claim are not timely filed within that time period will be forever barred from assertion against the Debtor, the Estate, its successors and assigns, and its assets and properties.

17. Transfers by Debtor; Vesting and Revesting of Assets. All transfers of property of the Estate, including, without limitation, the vesting of the Liquidating Trust Assets in the Liquidating Trust in order to make distributions to holders of Allowed Claims and Interests to be made under Article III of the Plan, (a) are legal, valid and effective transfers of property, (b) vest the transferees with good title to such property free and clear of all Claims, Liens, interests, charges or other encumbrances, except as expressly provided in the Plan or this Confirmation Order, (c) do not and will not constitute avoidable transfers under the Bankruptcy Code or under applicable law, (d) do not and will not subject the Liquidating Trust or the Liquidating Trustee to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor, transferee or stamp or recording tax liability, and (e) are for good consideration and value. Pursuant to 11 U.S.C. §§ 1141(b) and (c), the assets of the Debtor referenced in Article V of the Plan shall vest in the Liquidating Trust free and clear of all Claims, Liens, interests, charges and other encumbrances, except as expressly provided in the Plan. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable non-bankruptcy law.

18. DIP Loan and Satisfaction of Indebtedness. The terms and conditions of the Final DIP Order and protections afforded to the DIP Lenders and the Prepetition Lenders in the Final DIP Order shall continue and survive beyond the Effective Date. All prior orders entered in the Chapter 11 Case, all documents and agreements executed by the Debtor as authorized and directed thereunder and all motions or requests for relief by the Debtor pending before the Court

as of the Effective Date that ultimately are granted shall be binding upon and shall inure to the benefit of the Debtor, the Liquidating Trust and their respective successors and assigns. The DIP Loan was paid in full, and satisfied, as part of the consideration provided by the DIP Lender for the purchase of substantially all of the assets of Juniper, and no indebtedness continues under the DIP Loan.

19. Effect of Conflict Between Plan and Confirmation Order; Effect of Modifications.

The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any direct conflict between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such conflict, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence. Any modifications to the Plan set forth in this Confirmation Order do not materially and adversely affect the treatment of any Claim against or Interest in the Debtor. Accordingly, pursuant to 11 U.S.C. § 1127(b) and Bankruptcy Rule 3019, the Plan does not require additional disclosure under Section 1125 of the Bankruptcy Code or the resolicitation of acceptances or rejections of the Plan under Section 1126 of the Bankruptcy Code, nor does it require that holders of Claims against or Interests in the Debtor be afforded an opportunity to change previously cast acceptances or rejections of the Plan as filed with the Court.

20. Non-Material Modifications. Without the need for a further order or authorization of this Court, but subject to the express provisions of this Confirmation Order, the Debtor shall be authorized and empowered as may be necessary to make non-material modifications to the documents filed with the Court, including the Plan Documents or documents forming part of the

evidentiary record at the Confirmation Hearing, in its reasonable business judgment, but only in accordance with, and subject to the Plan, and upon notice to any affected parties.

21. Tax Consequences. In confirming the Plan, this Court has not made any determination as to the federal tax liabilities or tax consequences of the Plan. Nothing in the Plan shall: (i) be deemed to be a determination of the federal tax liability of any person or entity, including but not limited to the Debtor, or (ii) be deemed to be a determination of the federal tax treatment of any item, distribution or entity, including the federal tax consequences of the Plan.

22. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of the Court or any other court, in the absence of a stay of this Confirmation Order, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken in good faith under or in connection with the Plan prior to the Debtor's, the Liquidating Trust's, or the Liquidating Trustee's receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, in the absence of a stay of this Confirmation Order, any such act or obligation incurred or undertaken in good faith pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

23. Authorization to Consummate Plan. Notwithstanding Fed. R. Bankr. P. 3020(e), this Confirmation Order shall take effect immediately upon its entry and the Debtor is authorized to consummate the Plan immediately after entry of this Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan. The Plan shall only become effective on the Effective Date. On the Effective Date,



the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127 of the Bankruptcy Code.

24. Payment of Statutory Fees. The Debtor shall pay a sum certain determined by the U.S. Trustee to the U.S. Trustee for fees currently due pursuant to 28 U.S.C. § 1930(a)(6) on or prior to the Effective Date. Thereafter, such fees shall be paid when they become due by the Liquidating Trust.

25. Administrative Claims Bar Date. All final requests for payment of Professional Fee Claims for compensation for services rendered or reimbursement of expenses incurred on behalf of the Estate prior to the Effective Date shall file, on or before the date that is forty-five (45) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred. The Debtor or Liquidating Trustee, as applicable, shall pay each Professional Fee Claim within fifteen (15) days after such claim becomes an Allowed Claim. All Other Administrative Expense Claims that are not subject to payment in the ordinary course of the Debtor's business are required to be filed with the Bankruptcy Court not later than fifteen (15) days after notice is provided, following the Confirmation Hearing, as provided below, and objections (if any) to such Other Administrative Expense Claim may be filed no later than forty-five (45) days after the Effective Date.

26. Distributions. The Liquidating Trustee, on behalf of the Liquidating Trust, or such other Person or Entity as may be designated in accordance with the Liquidating Trust Agreement, will make the distributions to creditors required under the Plan in accordance with the Liquidating Trust Agreement and in accordance with the priorities set forth herein and the other provisions of the Plan, and administer and liquidate any assets in the Liquidating Trust and otherwise wind down the Estate.

27. Notice of Entry of Confirmation Order. No later than five (5) Business Days following the date of entry of this Confirmation Order, the Debtor shall serve, by first-class mail, postage prepaid, notice of the entry of this Confirmation Order pursuant to Fed. R. Bankr. P. 2002(f)(7), 2002(k) and 3020(c) on all known holders of Claims and Interests, the U.S. Trustee and all parties that have requested notice pursuant to Bankruptcy Rule 2002. The notice will also provide for the deadlines to file Other Administrative Claims and Professional Fee Claims.

28. Non-Occurrence of the Effective Date; Revocation of the Plan. If the Plan is revoked or withdrawn pursuant to Article IX of the Plan prior to the Effective Date, the Plan and this Confirmation Order shall be deemed null and void. In the event that the conditions to the occurrence of the Effective Date have not been timely satisfied or waived, and upon notification filed by the Debtor with the Bankruptcy Court, this Confirmation Order shall be vacated and the Debtor and all parties in interest shall be restored to the *status quo ante*. If this Confirmation Order is vacated the Plan (but, not any other Court order) shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor; (2) prejudice in any manner the rights of the Debtor or any other Person or Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtor in any respect.

29. Notice of Effective Date. Within five (5) Business Days following the occurrence of the Effective Date, the Liquidating Trustee shall file notice of the Effective Date with the Court and serve a copy of such notice on the parties that have requested notice pursuant to Bankruptcy Rule 2002.

30. Retention of Jurisdiction. This Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of Claims;

(b) Grant or deny any applications for allowance of Professional Fee Claims;

(c) Resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which the Debtor is party or with respect to which the Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;

(d) Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(e) Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, including all Vested Causes of Action and objections or estimations to Claims or Equity Interests or any disputes arising under orders entered by the Court in the Chapter 11 Case, including the Sale Order, and grant or deny any applications involving the Debtor that may be pending on the Effective Date, or that, pursuant to the Plan, may be instituted by (i) the Liquidating Trustee or Liquidating Trust, or (ii) any other Person or Entity after the Effective Date; provided, however, that the Liquidating Trustee and the Liquidating Trust shall reserve the right to prosecute the Vested Causes of Action in all proper jurisdictions;

(f) Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and of all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Liquidating Trust Agreement;

(g) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Liquidating Trust Agreement or any Person's or Entity's obligations incurred in connection with the Plan or Liquidating Trust Agreement including those relating to determining the scope and extent of the Liquidating Trust Assets;

(h) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation or enforcement of the Plan, except as otherwise provided herein;

(i) Resolve any cases, controversies, suits or disputes with respect to the releases, injunctions and other provisions contained in Article X of the Plan and enter any orders that may be necessary or appropriate to implement and enforce such releases, injunctions and other provisions;

(j) Enter and implement any orders that are necessary or appropriate if this Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(k) Determine any other matters that may arise in connection with or related to the Plan, the Disclosure Statement, this Confirmation Order, the Liquidating Trust Agreement or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Liquidating Trust Agreement;

(l) Resolve any issues that arise in connection with the administration of and distributions from the Liquidating Trust; and

(m) Enter an order and/or Final Decree concluding the Chapter 11 Case.

31. Service of Documents. Article XIII.K of the Plan is hereby amended and replaced with the following:

K. *Service of Documents*

Any pleading notice or other document required by the Plan to be served on or delivered upon the Debtor shall be sent by first class U.S. mail, postage prepaid, as follows:

*To the Debtor:*

King & Spalding LLP  
1100 Louisiana, Suite 4000  
Houston, TX 77002  
Attention: Mark W. Wege, Esq. and Edward L. Ripley, Esq.  
Facsimile: 713.751.3290  
Email: mwege@kslaw.com and eripley@kslaw.com

*To the United States Trustee:*

Office of the United States Trustee for Region 7  
515 Rusk Street, Suite 3516  
Houston, TX 77002  
Attention: Nancy L. Holley, Esq.  
Facsimile: 713.718.4670  
Email: Nancy.Holley@usdoj.gov

*To RD Juniper LLC:*

RD Juniper LLC  
c/o York Capital Management  
767 Fifth Avenue, 17th Floor  
New York, NY 10153  
Attention: Joshua Ratner, Esq.  
Facsimile: 212.300.1301  
Email: jratner@yorkcapital.com

-and-

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
Bank of America Tower  
New York, NY 10036  
Attention: Lisa G. Beckerman, Esq.  
Facsimile: 212.872.1002  
Email: lbeckerman@akingump.com

*To RCI and RDS:*

Richard Design Services Inc. & Richard Construction, Inc.  
750 Pearl Street  
Beaumont, TX 77701  
Attention: Mike Krautz, CFO  
Email: mike.krautz@rig-rds.com

-and-

Gable Gotwals  
1100 ONEOK Plaza  
100 West 5th St.  
Tulsa, OK 74103  
Attention: John Dale, Esq.  
Facsimile: 918.595.4859  
Email: jdale@gablelaw.com

Dated: July 13, 2016  
Houston, Texas

  

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THE HONORABLE MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Chapter 11 Plan of Liquidation**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In re:

JUNIPER GTL LLC<sup>1</sup>

Debtor.  
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Chapter 11

Case No. 16-31959

**JUNIPER GTL LLC'S FIRST AMENDED  
CHAPTER 11 PLAN OF LIQUIDATION, AS REVISED AND MODIFIED**

KING & SPALDING LLP

Mark W. Wege  
Edward L. Ripley  
Jason S. Sharp  
1100 Louisiana Street, Suite 4000  
Houston, Texas 77002

**ATTORNEYS FOR JUNIPER GTL LLC**

<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 3161. The corporate address of the Debtor is 1001 Fannin, Suite 3950, Houston, Texas 77002.

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**FIRST AMENDED CHAPTER 11 PLAN OF LIQUIDATION, AS REVISED**

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Pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101-1532, Juniper GTL LLC, as debtor and debtor in possession in the above-captioned chapter 11 case, respectfully proposes the following *First Amended Chapter 11 Plan of Liquidation, as Revised and Modified*:

**ARTICLE I**

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

**A. *Rules of Interpretation, Computation of Time and Governing Law***

1. For purposes herein: (a) 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 the neuter gender; (b) any reference herein to a contract, instrument, release, note 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; (c) any reference herein to an existing document or exhibit Filed, or to be Filed, shall mean such document or exhibit, as it may have been or may be amended, modified or supplemented; (d) unless otherwise specified, all references herein to articles, exhibits and schedules are references to the respective Articles, Exhibits or Schedules hereof or hereto; (e) the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings of Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (i) whenever the Plan or the Plan’s Exhibits use the word “including,” such reference shall be deemed to mean “including, without limitation,”.

2. In computing any period of time prescribed or allowed hereby, the provisions of Bankruptcy Rule 9006(a) shall apply.

3. Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the express provisions of any contract, instrument, release, note or other agreement or document entered into in connection herewith, the laws of the State of New York, giving effect to the conflicts of laws principles thereof, shall govern the construction of the Plan and any agreements, documents, and instruments executed in connection with the Plan, including any rule of law or procedure supplied by federal law as interpreted under the decisions in the State of New York (including the Bankruptcy Code and the Bankruptcy Rules).

B. *Defined Terms*

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

1. “*Administrative Expense Bar Date*” has the meaning set forth in Section II.A.1 of the Plan.
2. “*Administrative Expense Claim*” means any right to payment constituting a cost or expense of administration of the Chapter 11 Case pursuant to Sections 503(b) and 507(a)(2) or 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the Debtor’s business; (b) compensation for legal, financial advisory, accounting and other professional services, and reimbursement of expenses awarded or allowed pursuant to Sections 327, 328, 330, 331, 503 or 1103 of the Bankruptcy Code; (c) any indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct of its business after the Petition Date; and (d) all fees and charges assessed against the Estate pursuant to Section 1930 of chapter 123 of title 28 of the United States Code; provided, however, that except as provided herein, the term Administrative Expense Claim does not include any Assumed Liabilities.
3. “*Affiliate*” has the meaning set forth in Section 101(2) of the Bankruptcy Code.
4. “*Allowed*” means a Claim allowable pursuant to Section 502 of the Bankruptcy Code or an Administrative Expense Claim allowable pursuant to Section 503 of the Bankruptcy Code: (a) for which a Proof of Claim or request for payment of administrative expense was filed on or before the applicable Bar Date established by the Bankruptcy Court or by other order of the Bankruptcy Court and as to which no objection or other challenge to allowance thereof has been Filed, or if an objection or challenge has been timely Filed, such Claim or Administrative Expense Claim is allowed by a Final Order; (b) for which a Proof of Claim or request for administrative expense is not filed and that has been listed in the Schedules and is not listed as disputed, contingent or unliquidated; or (c) that is deemed allowed under the Plan or by prior order of the Bankruptcy Court; provided, however, that “Allowed Claim” shall not include any Claim subject to disallowance in accordance with Section 502(d) of the Bankruptcy Code.
5. “*Assumed Liabilities*” means those liabilities, leases or executory contracts of the Debtor assumed pursuant to this Plan.
6. “*Assumed Trade Claims*” means the claims of Trade Creditors with whom the Purchaser has reached separate agreement to assume or satisfy such Trade Creditor claim as part of the Sale.
7. “*Avoidance Action*” means any Causes of Action belonging to the Estate under Sections 502(d), 544, 545, 546, 547, 548, 549, 550 and 551 of the Bankruptcy Code and all proceeds therefrom.
8. “*Bankruptcy Clerk*” means Clerk of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, 515 Rusk Street, Houston, Texas 77002.

9. “*Bankruptcy Code*” means title 11 of the United States Code, as amended from time to time, as in effect on the Confirmation Date, as applicable to the Chapter 11 Case.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or any other court having jurisdiction over the Chapter 11 Case or over any proceedings arising in or related to the Chapter 11 Case.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Case, promulgated pursuant to 28 U.S.C. § 2075, and the general, local, and chambers rules of the Bankruptcy Court.

12. “*Bar Date*” means, as applicable, the (i) Claims Bar Date, (ii) Governmental Unit Bar Date, or (iii) Administrative Expense Bar Date.

13. “*Bar Date Order*” means the Order Pursuant to 11 U.S.C. §§ 501, 502, 503 and 1111(a), Fed. R. Bankr. P. 2002 and 3003(c)(3) Establishing Bar Dates For Filing Claims And Approving Form And Manner Of Notice Thereof, entered by the Bankruptcy Court on April 18, 2016 [Docket No. 55].

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

15. “*Carve-Out*” means an amount equal to the aggregate sum of (a) all fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court that are (i) incurred *prior* to the Termination Date, and (ii) included in an Approved Budget, (b) all of the reasonable and documented hourly fees and expenses from time to time incurred by Professionals retained in the Case by Borrower and the Committee that are (i) incurred *prior* to the Termination Date, and (ii) included in an Approved Budget, (c) a maximum of \$50,000.00 for all of the reasonable and documented hourly fees and expenses from time to time incurred by Professionals retained in the Case by Borrower that are incurred *after* the Termination Date, and (d) all fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court *after* the Termination Date.

16. “*Cash*” means lawful currency of the United States of America.

17. “*Causes of Action*” means, without limitation, all Claims, rights, actions, causes of action, liabilities, obligations, choses in action, suits, debts, dues, accounts, reckonings, bonds, bills, specialties, controversies, promises, damages, judgments, subrogation claims, contribution claims, reimbursement claims, indemnity claims, third-party claims, counterclaims and cross-claims, including all claims arising under state, federal or other non-bankruptcy law, and any avoidance, recharacterization, recovery, subordination or other actions against any Persons or Entities under the Bankruptcy Code, including Sections 506, 509, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553, and 558 of the Bankruptcy Code or otherwise, of the Debtor or the Estate that are or may be pending or existing on the Effective Date, or that may be brought thereafter, or which are based on any facts or circumstances occurring on or before the Effective Date, based in law or equity or statute, including under the Bankruptcy

Code, whether direct, indirect, known or unknown, derivative, or otherwise and whether asserted or unasserted as of the Effective Date.

18. “*Chapter 11 Case*” means the chapter 11 case styled *In re Juniper GTL LLC*, Case Number 16 -31959, pending in the Bankruptcy Court.

19. “*Claim*” means a claim, as defined by Section 101(5) of the Bankruptcy Code, against the Debtor or against property of the Debtor.

20. “*Claims Bar Date*” means May 27, 2016 at 5:00 p.m. (Central Time) which is the date established by the Bankruptcy Court in the Bar Date Order by which Holders of Claims other than Governmental Unit Claims and Administrative Expense Claims are required to File Proofs of Claim on account of such Claims; provided, however, pursuant to the DIP Orders and the Bar Date Order, the Prepetition Lenders’ Claims have been deemed timely filed.

21. “*Claims Objection Deadline*” means 180 days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court; provided, however, that this deadline may be extended one or more times upon motion by the Liquidating Trustee, without notice to Holders of Disputed Claims in Class 5.

22. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III herein.

23. “*Collateral*” means any property or interest in property of the Estate that is subject to an unavoidable Lien to secure the payment or performance of a Claim.

24. “*Confirmation*” means the entry on the docket by the Clerk of the Bankruptcy Court of the Confirmation Order, subject to all conditions specified in Section IX.A herein having been satisfied or waived pursuant to Section IX.C herein.

25. “*Confirmation Date*” means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

26. “*Confirmation Hearing*” means the hearing or hearings at which the Bankruptcy Court considers entry of the Confirmation Order.

27. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

28. “*Creditor*” means any Holder of a Claim.

29. “*Debtor*” means Juniper GTL LLC, a Delaware limited liability company.

30. “*DIP Lender*” means Westlake GTL LLC prior to June 6, 2016 and RD Juniper LLC on and after June 6, 2016, as lender under the DIP Credit Agreement.

31. “*DIP Credit Agreement*” means that certain Debtor in Possession Loan and



Security Agreement, dated as of April 12, 2016 (as may be amended in accordance with the terms thereof and the terms of any applicable DIP Financing Order), by and between the Debtor, as borrower, and the DIP Lender, as approved by the Bankruptcy Court pursuant to the DIP Financing Orders.

32. “*DIP Loan Claim*” means all Claims held by the DIP Lender pursuant to the DIP Credit Agreement and the DIP Financing Orders.

33. “*DIP Financing Orders*” means, collectively, the Interim DIP Order and the Final DIP Order, as such orders may be supplemented or extended.

34. “*Disclosure Statement*” means the Disclosure Statement for the Plan as it may be amended, supplemented, or modified from time to time, that is prepared and distributed in accordance with Sections 1125, 1126(b) and/or 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and/or other applicable law and approved by the Bankruptcy Court in the Disclosure Statement Order.

35. “*Disclosure Statement Order*” means the order of the Bankruptcy Court approving the Disclosure Statement.

36. “*Disputed*” means, with respect to any Claim or Equity Interest, as of the date of determination, any Claim or Equity Interest: (a) listed on the Schedules as unliquidated, disputed or contingent, unless and until it is Allowed pursuant to a Final Order; (b) as to which the Debtor or any other party in interest has Filed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection or request for estimation has not been withdrawn with prejudice or determined by a Final Order; (c) as to which the deadline for filing objections has not passed (whether or not an objection has been Filed), unless and to the extent such Claim or Equity Interest has been Allowed pursuant to the Plan or an order that is a Final Order; or (d) that is otherwise disputed by the Debtor, the Liquidating Trustee or any other party in interest, or is subject to any right of setoff or recoupment, or the Holder thereof is subject to any Claim or Causes of Action, in accordance with applicable law, which dispute, right of setoff or recoupment, Claim or Causes of Action, has not been withdrawn or determined in favor of such Holder by a Final Order. For the avoidance of doubt, none of the Class 1 Claims are Disputed Claims.

37. “*Effective Date*” means the date which is the later of the first Business Day after (i) the Confirmation Order becomes a Final Order or (ii) all conditions specified in Section IX.B herein have been (x) satisfied or (y) waived pursuant to Section IX.C herein.

38. “*Employee Priority Claim*” means any Claim under Sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code.

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

40. “*Equity Interest*” means any equity interest in the Debtor, including any issued, unissued, authorized or outstanding member interests together with any warrants, options or contract rights to purchase or acquire such interests at any time, or any claim or interest that is subject to the subordination to the level of any equity interest pursuant to Bankruptcy Code



Section 510(b).

41. “*Estate*” means the estate of the Debtor created pursuant to Section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

42. “*Excluded Assets*” means those Properties of Borrower with respect to which no Lien or Superpriority Claim shall be granted to Lender as security for the Obligations. The Excluded Assets are comprised only of (i) the Carve-Out, (ii) all cash of Borrower, except for amounts advanced as DIP Loans, (iii) all Chapter 5 Actions and Claims (except those against Westlake, RDS, RCI or their respective Affiliates or representatives, in any capacity), (iv) all estate claims (excluding commercial contract and tort claims associated with any of the Purchased Assets, (v) all other assets, properties and rights owned, held, or utilized by Borrower on and after the Closing Date, other than the Purchased Assets, and (vi) all proceeds from the foregoing (except with respect to the DIP Loans and Chapter 5 Actions and Claims against Westlake, RDS, RCI or their respective Affiliates or representatives, in any capacity).

43. “*File*” or “*Filed*” means file or filed with the Bankruptcy Court in the Chapter 11 Case.

44. “*Final Decree*” means the decree contemplated under Bankruptcy Rule 3022.

45. “*Final DIP Order*” means the Final Order (i) Approving Debtor-in-Possession Financing Pursuant to 11 U.S.C. §§ 105(a), 362, 363, 364 and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 and Bankruptcy Local Rule 4001-1, (ii) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 105(a), 361, 362 and 363, (iii) Granting Superpriority Administrative Claims, and (v) Granting Related Relief entered by the Bankruptcy Court on May 9, 2016 [Docket No. 113], as such order may be supplemented or extended.

46. “*Final Order*” means an order of the Bankruptcy Court: (i) as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for reargument, reconsideration or rehearing is pending; or (ii) if an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order has been affirmed by the highest court to which such order was appealed or from which certiorari was sought, reargument, reconsideration or rehearing has been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired; provided, however, that the possibility of a motion pursuant to Rule 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule or rule governing appellate practice being Filed with respect to such order shall not cause such order to be deemed a non-Final Order.

47. “*General Unsecured Claim*” means any Claim that is not an Administrative Expense Claim, DIP Loan Claim, Priority Claim, Secured Tax Claim, Other Secured Claim, Level 4 Secured Claim, Level 5 Secured Claim or Priority Employee Claim.

48. “*Governmental Unit*” has the meaning set forth in Section 101(27) of the Bankruptcy Code.

49. “*Governmental Unit Bar Date*” means October 11, 2016, at 5:00 p.m. (Central Time) which is the date established by the Bankruptcy Court in the Bar Date Order by which Holders of Governmental Unit Claims are required to File Proofs of Claim on account of such Governmental Unit Claims in accordance with the Bar Date Order.

50. “*Governmental Unit Claim*” means any Claim the Holder of which is a Governmental Unit.

51. “*Holder*” means the Person or Entity holding the beneficial interest in a Claim, Equity Interest or Liquidating Trust Interest.

52. “*Impaired*” means, with respect to any Class of Claims or Equity Interests, a Claim or Equity Interest that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

53. “*Impaired Claim*” or “*Impaired Equity Interest*” means a Claim or Equity Interest, as the case may be, classified in an Impaired Class.

54. “*Interim DIP Order*” means the Interim Order (i) Approving Debtor-in-Possession Financing Pursuant to 11 U.S.C. §§ 105(a), 362, 363, 364 and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 and Bankruptcy Local Rule 4001-1, (ii) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 105(a), 361, 362 and 363, (iii) Granting Superpriority Administrative Claims, (iv) Scheduling a Final Hearing and (v) Granting Related Relief entered by the Bankruptcy Court on April 19, 2016 [Docket No. 57], as such order may be supplemented or extended.

55. “*IRS*” means the Internal Revenue Service.

56. “*Level 4 Secured Claim*” means those holders of Allowed liens and/or privileges granted to material suppliers [La. R.S. 9:4801(3) and La. R.S. 9:4802(A)(3), equipment lessors [La. R.S. 9:4801(4) and La. R.S. 9:4802(A)(4)] and subcontractors [La. R.S. 9:4802(A)(1)], pursuant to the Louisiana Private Works Act, La. R.S. 9-4801, et. seq.

57. “*Level 4 Secured Claim Payment*” means the aggregate sum owed to holders of Allowed Level 4 Secured claims, payable from the proceeds of the Sale.

58. “*Level 5 Secured Claim*” means those holders of Allowed lien and/or privileges to contractors [La. R.S. 9:4801(1)] and design professionals and surveyors in privity with the Owner [La. R.S. 9:4801(5)], pursuant to the Louisiana Private Works Act, La. R.S. 9-4801, et. seq.

59. “*Level 5 Secured Claim Payment*” means the aggregate available from the proceeds of the Sale after satisfaction of Allowed Claims in (i) Class 1, (ii) Class 3 (if any), (iii) Class 4, and (iv) \$300,000 earmarked for Class 5.

60. “*Lien*” means a lien as defined by Section 101(37) of the Bankruptcy Code.

61. “*Liquidating Trust*” means the liquidating trust established on the Effective Date,

in accordance with the Plan and Liquidating Trust Agreement, for the benefit of the Liquidating Trust Beneficiaries, to which the Liquidating Trust Assets will be transferred and liquidated in accordance with the terms of this Plan and the Liquidating Trust Agreement; the Liquidating Trust shall conduct no business and shall qualify as a liquidating trust pursuant to Treasury Regulations § 301.7701-4(d).

62. “*Liquidating Trust Agreement*” means the trust agreement between the Debtor, and the Liquidating Trustee that, among other things, creates and establishes the Liquidating Trust, describes the powers, duties and responsibilities of the Liquidating Trustee, and provides for the liquidation and distribution of proceeds of the Liquidating Trust Assets, which trust agreement shall be substantially in the form filed in the Plan Supplement.

63. “*Liquidating Trust Assets*” means the Vested Causes of Action (except for any Causes of Action released by order of the Bankruptcy Court or by operation of this Plan), as well as cash in the amount of \$300,000.

64. “*Liquidating Trust Beneficiaries*” means each Holder of a Liquidating Trust Interest.

65. “*Liquidating Trust Interest*” has the meaning set forth in the Liquidating Trust Agreement.

66. “*Liquidating Trustee*” means such Person or Entity appointed as trustee for the Liquidating Trust in accordance with the Liquidating Trust Agreement, which appointment is acceptable to the Debtor and approved by the Bankruptcy Court.

67. “*Local Rules*” means the Bankruptcy Local Rules for the Bankruptcy Court, as amended from time to time.

68. “*Official Bankruptcy Forms*” means the Official and Procedural Bankruptcy Forms, prescribed by the Judicial Conference of the United States, in accordance with Bankruptcy Rule 9009.

69. “*Other Administrative Expense Claim*” means any Administrative Expense Claim other than a Professional Fee Claim.

70. “*Other Secured Claim*” means any Secured Claim other than a Claim held by a Level 4 Secured Creditor, Level 5 Secured Creditor or Secured Tax Claim.

71. “*Permissible Investments*” has the meaning set forth in Section V.C.7 of the Plan.

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

73. “*Petition Date*” means April 14, 2016.

74. “*Plan*” means this First Amended Chapter 11 Plan of Reorganization, as Revised and Modified, including all exhibits, supplements, appendices, and schedules hereto, either in its present form or as it may be altered, amended, modified or supplemented from time to time

in accordance with the terms hereof, the Bankruptcy Code and the Bankruptcy Rules.

75. “*Plan Supplement*” means the compilation of documents and form of documents, schedules and exhibits, including the Liquidating Trust Agreement, to be Filed on or before seven (7) days prior to the Voting Deadline and which may be amended from time to time until Confirmation.

76. “*Plan Support Parties*” means RCI, RDS and RD Juniper LLC.

77. “*Priority Claim*” means any Priority Non-Tax Claim, Priority Employee Claim or Priority Tax Claim.

78. “*Priority Employee Claim*” means Allowed claims held by employees of the Debtor pursuant to Bankruptcy Code section 507(a)(4).

79. “*Priority Non-Tax Claim*” means a Claim accorded priority in right of payment under Section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, Administrative Expense Claim or Priority Employee Claim.

80. “*Priority Tax Claim*” means an unsecured Claim of a Governmental Unit of the kind specified in Sections 502(i) or 507(a)(8) of the Bankruptcy Code.

81. “*Professional*” means a Person or Entity employed pursuant to a Final Order in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Confirmation Date, pursuant to Sections 327, 328, 330, 331, 503 or 1103 of the Bankruptcy Code, or for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

82. “*Professional Fee Claim*” means any Claim for fees and expenses (including hourly, transaction, and success fees) for services rendered by Professionals in the Chapter 11 Case.

83. “*Professional Fee Claim Bar Date*” has the meaning set forth in Section II.A.3 of the Plan.

84. “*Proof of Claim*” has the meaning set forth in Bankruptcy Rule 3001.

85. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in such Class.

86. “*Purchaser*” means RD Juniper LLC, a Delaware limited liability company; provided that Purchaser also shall include RCI solely for the purposes of providing part of the consideration to Debtor and the representations, warranties and covenants in Sections 4.2, 4.3, 4.4, 5.1, 5.3, 5.6, 5.7, and 5.8 of the Asset Purchase Agreement between Debtor, Westlake and RCI, as amended by that certain Amendment to Asset Purchase Agreement dated June 10, 2016, between the Debtor, RD Juniper LLC and RCI.

87. “*RCI*” means Richard Construction, Inc., a Delaware corporation.

88. “RDS” means Richard Design Services Inc., a Delaware corporation.

89. “Record Date” means the date as of which the identity of Holders of Claims or Interests is set for purposes of determining the identity of Entities entitled to receive a ballot(s) and vote on the Plan.

90. “Released Party” or “Released Parties” means the Debtor, the Estate, each of the Plan Support Parties and the DIP Lender, and each of their respective successors and predecessors and current and former control persons, trustees or beneficiaries, direct or indirect shareholders or members, officers, directors, employees, affiliates, principals and agents (and each of their respective attorneys, consultants, financial advisors, investment bankers, accountants, and other retained professionals), in each case solely in their capacities as such.

91. “Sale” means the sale transaction transferring title to all, or substantially all, of the Debtor’s assets to the winning bidder pursuant to Final Order of the Bankruptcy Court.

92. “Schedules” mean the schedules of assets and liabilities and the statement of financial affairs that were filed by the Debtor in accordance with Section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, as they may be amended and supplemented from time to time [Docket Nos. 22, 23 and 152].

93. “Secured Claim” means (a) any Claim to the extent reflected in the Schedules or upon a Proof of Claim as a Secured Claim, that is secured by a Lien on Collateral, which Lien is valid, perfected and enforceable under applicable law or by reason of a Final Order, or that is subject to setoff pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of such Collateral as determined pursuant to Section 506(a) of the Bankruptcy Code, or (b) any Claim Allowed under this Plan as a Secured Claim.

94. “Secured Tax Claims” means a Secured Claim held by a Governmental Unit.

95. “Subordinated Claim” means collectively all Claims arising pursuant to those certain (i) Loan Agreement and Promissory Note dated as of March 4, 2016, between Borrower and RCI, (ii) Loan Agreement and Promissory Note dated as of March 4, 2016, between Borrower and Lender, (iii) Amended and Restated Loan Agreement dated as of March 11, 2016, between Borrower and RCI, and (iv) Amended and Restated Loan Agreement dated as of March 11, 2016, between Borrower and Lender, (v) Second Amended and Restated Loan Agreement dated as of March 24, 20016, between Borrower and Lender, (vi) Third Amended and Restated Loan Agreement dated March 31, 2016, between Borrower and Lender, and (vii) all other instruments, documents and agreements relating to the foregoing evidencing the Pre-Petition Loan Obligations, along with all amendments, modifications, supplements or restatements of any of the foregoing.

96. “Trade Creditor” means a vendor, supplier or other trade creditor of the Debtor.

97. “Treasury Regulations” means title 26 of the Code of Federal Regulations.

98. “Unimpaired” means, with respect to a Class of Claims, a Claim that is not impaired within the meaning of Section 1124 of the Bankruptcy Code.



99. “*U.S. Trustee*” means the Office of the United States Trustee for Region 7.

100. “*Vested Causes of Actions*” means all Avoidance Actions belonging to the Estate that are being transferred to the Liquidating Trust. For the avoidance of doubt, (I) any and all Avoidance Actions against Westlake, Richard, RD Juniper LLC, YGTL Investor LLC, YGTL Juniper LLC, or their respective affiliates, representatives, officers, directors, partners, managers, members, attorneys, accountants, consultants and professionals, in any capacity; (II) any and all contract claims as against any non-Debtor counterparty to a Transferred Contract under the APA and (III) any and all Avoidance Actions against (x) any non-Debtor counterparty to a Transferred Contract under the APA and (y) any Third Party listed on Schedule 2.3(g) and Schedule 2.3(h) to the APA shall not be Vested Causes of Action and shall not be transferred or vested in the Liquidating Trust.

101. “*Voting Agent*” means Donlin, Recano & Company, Inc., or such other entity as approved by order of the Bankruptcy Court to assist in the Plan balloting process.

102. “*Voting Deadline*” means the deadline to vote on the Plan as set by the Bankruptcy Court.

103. “*Westlake*” means Westlake GTL LLC, a Delaware limited liability company.

## ARTICLE II

### TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

#### A. *Administrative Expense Claims*

##### 1. Administrative Expense Bar Date

All Other Administrative Expense Claims that are not subject to payment in the ordinary course of the Debtor’s business must be Filed with the Bankruptcy Court not later than ten (10) days before the date scheduled for the Confirmation Hearing (the “*Administrative Expense Bar Date*”), and objections (if any) to such Other Administrative Expense Claim may be filed no later than forty-five (45) days after the Effective Date. Any Holder of an Other Administrative Expense Claim who fails to file a timely request for the payment of an Other Administrative Expense Claim as provided in this paragraph: (a) shall be forever barred, estopped and enjoined from asserting such Other Administrative Expense Claim against the Debtor, or the Liquidating Trust Assets (or filing a request for the allowance thereof), and the Debtor, the Estate, and the Liquidating Trust Assets shall be forever discharged from any and all indebtedness or liability with respect to such Other Administrative Expense Claim; and (b) such Holder shall not be permitted to participate in any distribution under the Plan on account of such Other Administrative Expense Claim.

For the avoidance of doubt, Persons or Entities seeking awards by the Bankruptcy Court for Professional Fee Claims shall not be required to comply with the Administrative Expense Bar Date; instead Professional Fee Claims are governed by Article II.A.3 and the Professional Fee Claim Bar Date. Further, for the avoidance of doubt, the DIP Lender’s Administrative Claim is

Allowed by operation of the DIP Financing Orders and the DIP Lender shall not be required to file any further claim in connection with the Administrative Expense Bar Date.

## 2. Treatment of Other Administrative Expense Claims

Each Holder of an Allowed Other Administrative Expense Claim shall, in full and final satisfaction of such Allowed Other Administrative Expense Claim, be paid either (i) in Cash, in full, on, or as soon as practicable following, the later of (x) the Effective Date, (y) the date such Claim becomes due and payable in the ordinary course of business, or (z) the date of entry of a Final Order allowing such Other Administrative Claim, or (ii) on such other terms and conditions as may be agreed between the Holder of such Claim, on the one hand, and the Debtor, or the Liquidating Trustee (as applicable), on the other hand; provided, however, that if the Purchaser is the winning bidder at the Sale, the DIP Lender's Allowed Administrative Claim, and any and all DIP Loan Claims will be deemed to have been cancelled, discharged and satisfied, in full, via the credit bid of the Purchaser. In such event, there will be no further payment or distribution to the DIP Lender on account of its DIP Loan Claims.

## 3. Treatment of Professional Fee Claims

Notwithstanding anything herein to the contrary, all Persons or Entities seeking awards by the Bankruptcy Court of Professional Fee Claims for compensation for services rendered or reimbursement of expenses incurred on behalf of the Estate prior to the Effective Date shall file, on or before the date that is forty-five (45) days after the Effective Date (the "*Professional Fee Claim Bar Date*"), their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred. The Debtor or Liquidating Trustee, as applicable, shall pay each Professional Fee Claim within fifteen (15) days after such claim becomes an Allowed Claim.

The Debtor or the Liquidating Trustee, as applicable, are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date by their respective Professionals in the ordinary course of business and without the need for Bankruptcy Court approval.

## 4. Treatment of Priority Tax Claims

Each holder of an Allowed Priority Tax Claim, shall, in full and final satisfaction of such Allowed claim receive (i) in Cash, in full, on, or as soon as practicable following, the later of (x) the Effective Date, (y) the date such Allowed Priority Tax Claim becomes due and payable in the ordinary course of business, or (z) the date of entry of a Final Order allowing such Priority Tax Claim, or (ii) on such other terms and conditions as may be agreed between the Holder of such Claim, on the one hand, and the Debtor, or the Liquidating Trustee (as applicable), on the other hand.

## ARTICLE III

### CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

#### A. *Summary*

The categories listed below classify Claims against and Equity Interests in the Debtor for all purposes, including voting, confirmation and distribution pursuant hereto and pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date.

#### Summary of Classification and Treatment of Claims and Equity Interests

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Right</u>
1	Level 4 Secured Claims	Impaired	Entitled to Vote
2	Level 5 Secured Claims	Impaired	Entitled to Vote
3	Other Secured Claims	Unimpaired	Deemed to Accept
4	Priority Employee Claims	Unimpaired	Deemed to Accept
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Subordinated Claims	Impaired	Deemed to Reject
7	Equity Interests	Impaired	Deemed to Reject

#### B. *Classification, Treatment and Voting*

##### 1. **Class 1 – Level 4 Secured Claims**

(a) *Classification:* Class 1 comprises the Allowed Level 4 Secured Claims.

(b) *Treatment:* Each Holder of an Allowed Class 1 Claim shall receive, in full and final satisfaction of such Allowed Claim, funds from the Level 4 Secured Claim Payment equal to the principal amount of each Holder's Allowed Class 1 Claim, Holders of Class 1 Claims expressly waiving and releasing any Claim for interest, fees, or other costs that could be asserted pursuant to the Louisiana Private Works Act. Notwithstanding the foregoing, in the event the Purchaser is the winning bidder at the Sale, the Class 1 Claim of RCI shall be deemed to be discharged and fully satisfied via the credit bid of the Purchaser. In such event, there will be no distribution to the Class



1 Claim of RCI under this Plan. In the event a Class 1 Claim is paid pursuant to the Sale, such Class 1 Claim will be deemed satisfied and there will be no distribution on account of such satisfied Class 1 Claim under the Plan.

(c) On the satisfaction of the obligations set forth in this paragraph, the Liens securing such Allowed Class 1 Claim shall be deemed released, terminated and extinguished, in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or Entity; provided, however, in the event the Purchaser (or other winning bidder at the Sale) requests that the Holder of a Class 1 Claim execute any Lien release or other similar document (whether or not in recordable form), each Holder of a Class 1 Claim shall execute such document. In the event the Purchaser (or other winning bidder at the Sale), requests the execution of a Lien release, all costs associated with such release shall be paid by the Purchaser (or other winning bidder at the Sale).

(d) *Voting:* Class 1 is Impaired and the Holders of Class 1 Claims are entitled to vote to accept or reject the Plan.

## 2. **Class 2 – Level 5 Secured Claims**

(a) *Classification:* Class 2 comprises the Allowed Level 5 Secured Claims.

(b) *Treatment:* Each Holder of an Allowed Class 2 Claim shall receive, in full and final satisfaction of such Allowed Claim, a Pro Rata distribution from the Level 5 Secured Claim Payment calculated on the principal amount of the Allowed Class 2 Claim, Holders of Level 5 Secured Claims expressly waiving and releasing any Claim for interest, fees, or other costs that could be asserted pursuant to the Louisiana Private Works Act. On the satisfaction of the obligations set forth in this paragraph, the Liens securing the Allowed Class 2 Claim shall be deemed released, terminated and extinguished, in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or Entity; provided, however, in the event the Purchaser (or other winning bidder at the Sale) requests that the Holder of a Class 2 claim execute any Lien release or other similar document (whether or not in recordable form), each Holder of a Class 2 Claim shall execute such document. In the event the Purchaser (or other winning bidder at the Sale), requests the execution of a Lien release, all costs associated with such release shall be paid by the Purchaser (or other winning bidder at the Sale). In the event a Class 2 Claim is paid pursuant to the Sale, such Class 1 Claim will be deemed satisfied and there will be no distribution on account of such satisfied Class 2 Claim under the Plan.

(c) *Voting:* Class 2 is Impaired and the Holders of Class 2 Claims are entitled to vote to accept or reject the Plan.

## 3. **Class 3 – Other Secured Claims**

(a) *Classification:* Class 3 comprises the Other Secured Claims.

(b) *Treatment:* Each Holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of such Allowed Class 3 Claim on or as soon as practicable following the Effective Date, at the sole discretion of the Debtor, or, as applicable: (i) Cash equal to the Allowed amount of such Other Secured Claim; (ii) receipt of any Collateral securing such Claim; (iii) treatment that leaves unaltered the legal, equitable and contractual rights to which such Allowed Other Secured Claim entitles the Holder of such Claim; or (iv) such other treatment as may be agreed upon with the Holder of such Allowed Other Secured Claim, on the one hand, and the Debtor or the , as applicable, on the other hand. On the full payment or other satisfaction of the obligations set forth in this paragraph, the Liens securing the Allowed Other Secured Claims shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or Entity.

(c) *Voting:* Class 3 is unimpaired and pursuant to Bankruptcy Code section 1126(f), the Holders of Class 3 Claims are deemed to have accepted the Plan. Therefore, votes from Class 3 claimants will not be solicited.

#### 4. **Class 4 – Priority Employee Claims**

(a) *Classification:* Class 4 comprises the Allowed Priority Employee Claims.

(b) *Treatment:* To the extent it has not already been satisfied pursuant to prior Bankruptcy Court Order, each Holder of an Allowed Class 4 Claim shall receive, in full and final satisfaction of such Allowed Claim, payment in full, in cash, equal to the amount of such Allowed Class 4 Claim. Payments to holders of Allowed Class 4 Claims shall commence on the later of (i) fifteen (15) days following the Effective Date, or (ii) the first Business Day after such claim becomes an Allowed Claim.

(c) *Voting:* Class 4 is unimpaired and pursuant to Bankruptcy Code section 1126(f), the Holders of Class 4 Claims are deemed to have accepted the Plan. Therefore, votes from Class 4 claimants will not be solicited.

#### 5. **Class 5 – General Unsecured Claims**

(a) *Classification:* Class 5 comprises the Allowed General Unsecured Claims.

(b) *Treatment:* Each Holder of an Allowed Class 5 Claim shall receive, in full and final satisfaction of such Allowed Claim, ratable rights to the Liquidating Trust Assets. The allowance and distributions from the Liquidating Trust will be determined by the Liquidating Trustee, as otherwise governed by the Plan and the Liquidating Trust Agreement. Notwithstanding the foregoing, in the event the Purchaser is the winning bidder and closes the Sale, (i) all Assumed Trade Claims shall be deemed discharged and fully satisfied, via payment from the Purchaser so that there will be no further payment or distribution on account of such Assumed Trade Claims under this

Plan and (ii) any Allowed Class 5 Claim of RCI or RDS shall be deemed fully satisfied so that there will be no further payment or distribution on account of such Claims under this Plan.

(c) *Voting:* Class 5 is Impaired and the Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

**6. Class 6 – Subordinated Claims**

(a) *Classification:* Class 6 comprises the Allowed Subordinated Claims.

(b) *Treatment:* No distribution will be made under the Plan on account of any Allowed Class 6 Claim.

(c) *Voting:* Class 6 is Impaired and pursuant to Bankruptcy Code Section 1126(g) is deemed to have rejected the Plan. Therefore, votes from holders in Class 6 will not be solicited.

**7. Class 7 – Equity Interests**

(a) *Classification:* Class 7 comprises the Equity Interests.

(b) *Treatment:* No distributions shall be made under the Plan on account of any Equity Interest. As of the Effective Date, any and all Equity Interests are cancelled and deemed discharged without any further notice or order.

(c) *Voting:* Class 7 is Impaired and pursuant to Bankruptcy Code Section 1126(g) is deemed to have rejected the Plan. Therefore, votes from holders in Class 7 will not be solicited.

**ARTICLE IV**

**ACCEPTANCE OR REJECTION OF PLAN**

**A. *Voting Classes***

Holders of Claims in each Impaired Class of Claims are entitled to vote as a Class to accept or reject the Plan. Class 3 and Class 4 are unimpaired and, by operation of Bankruptcy Code Section 1126(f), claimants in such Classes are deemed to have accepted the Plan. Classes 6 and 7 are deemed to reject the Plan because the Holders of Class 6 Claims and Class 7 Interests will receive no distribution on account of their Claims/Interests. Accordingly, they will not be solicited to vote.

**B. *Acceptance by Impaired Classes***

An Impaired Class of Claims shall be deemed to have accepted the Plan if the (a) Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of at

least two-thirds in amount of the Claims actually voting in such Class have voted to accept the Plan and (b) Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Claims actually voting in such Class have voted to accept the Plan.

C. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

D. *Failure to Vote*

If the Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

E. *Non-Consensual Confirmation*

To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtor will request confirmation of the Plan pursuant to Section 1129(b) of the Bankruptcy Code. The Debtor reserves the right to alter, amend, modify, revoke or withdraw this Plan or any document in the Plan Supplement, including to amend or modify it to satisfy the requirements of Section 1129(b) of the Bankruptcy Code, if necessary, subject to Section XIII.D of the Plan.

## ARTICLE V

### PROVISIONS FOR IMPLEMENTATION OF PLAN

A. *Liquidation of the Debtor*

The Plan contemplates the liquidation and winding up of the Debtor following the Sale. All remaining property of the Estate and of the Debtor following the closing of the Sale shall vest automatically in the Liquidating Trust clear of any and all Claims, Liens and Equity Interests, except for those Claims and Liens expressly provided for in the Plan pursuant to Bankruptcy Code Sections 1141(b) and (c), without the need for any further notice or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or Entity, except for any asset that is expressly excluded or disclaimed and the Liquidating Trust Assets

B. *Liquidating Trust*

1. Establishment of Liquidating Trust

On the Effective Date, the Debtor and the Liquidating Trustee, on their own behalf and on behalf of Holders of Allowed Claims in Class 5, shall execute the Liquidating Trust Agreement and shall take all other steps necessary to establish the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries in accordance with the Plan.

2. Funding of Liquidating Trust

The Liquidating Trust will be irrevocably vested with (i) cash in the amount of \$300,000 and (ii) the Avoidance Actions.

3. Appointment of Liquidating Trustee

The Liquidating Trustee shall be acceptable to the Debtor and approved by the Bankruptcy Court prior to the Effective Date.

4. Transfer and Vesting of Liquidating Trust Assets in Liquidating Trust

Notwithstanding any prohibition on assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional Liquidating Trust Assets become available, the Debtor shall be deemed to have automatically transferred to the Liquidating Trust all of its right, title and interest in and to all of such additional Liquidating Trust Assets, and in accordance with Sections 1123 and 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidating Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the applicable Liquidating Trust Beneficiaries, as set forth in the Plan, and the reasonable fees and expenses of administering the Liquidating Trust, including the reasonable fees and expenses of the Liquidating Trustee, as provided in the Liquidating Trust Agreement. Thereupon, the Debtor shall have no interest in or with respect to such additional Liquidating Trust Assets or the Liquidating Trust, except to the extent that the has or acquires an Allowed Claim against the Liquidating Trust (whether through purchase, assignment, subrogation or otherwise). The Debtor hereby expressly preserves and transfers to the Liquidating Trust all of its rights, claims and causes of action including without limitation, all Causes of Action including those identified in the Disclosure statement and all other claims and causes of action. The Debtor has not investigated whether there exist potential Causes of Action, other than Avoidance Actions, that would belong to the estate. By way of example, the Debtor has not conducted any investigation into any of the pre-petition transactions or advances by any parties including Insiders. Further, the Debtor has not conducted any investigation into how the Debtor was managed prior to the appointment of the CRO, Mr. Rush. If any such claims or Causes of Action exist, the Debtor intends that any and all such actions are fully preserved and transferred to the Liquidating Trust so that the Liquidating Trustee can conduct its own investigations and pursue any such causes of action for the benefit of the beneficiaries of the Liquidating Trust. Any parties, particularly Insiders who managed the Debtor or entered into transactions with the Debtor are advised that their actions (or inactions) may give rise to possible claims by the Estate which will be preserved and transferred to the Liquidating Trust, upon the Effective Date.

5. Preservation of Confidences and Attorney-Client Privilege

To effectively investigate, defend or pursue the Liquidating Trust Assets, including any



Causes of Action, the Debtor, the Liquidating Trust, Liquidating Trustee and all counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidating Trust's position as successor to the Liquidating Trust Assets, sharing such information in the manner described in the previous sentence to the extent necessary, shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information.

6. Treatment of Liquidating Trust for Federal Income Tax Purposes; No Successor-in-Interest

The Liquidating Trust shall be established for the primary purpose of liquidating its assets, in accordance with Treas. Reg. § 301.7701-4(d), 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 Liquidating Trust. Accordingly, the Liquidating Trustee shall in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust Assets, including the Vested Causes of Action, make timely distributions of the proceeds therefrom to the Liquidating Trust Beneficiaries, as the case may be, and not unduly prolong their duration. The Liquidating Trust shall not be deemed a successor in interest of the Debtor for any purpose other than as specifically set forth herein or in the Liquidating Trust Agreement.

The Liquidating Trust is intended to qualify as a "grantor trust" for federal income tax purposes with the Liquidating Trust Beneficiaries treated as grantors and owners of the Liquidating Trust. For all federal income tax purposes, all parties (including the Debtor, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) shall treat the transfer of the Liquidating Trust Assets by the Debtor to the Liquidating Trust, as set forth in the Liquidating Trust Agreement, as a transfer of such assets by the Debtor to the Liquidating Trust Beneficiaries entitled to distributions from the Liquidating Trust Assets, followed by a transfer by such beneficiaries to the Liquidating Trust. Thus, the Liquidating Trust Beneficiaries shall be treated as the grantors and owners of a grantor trust for federal income tax purposes.

As soon as practicable after the Effective Date, the Liquidating Trustee (to the extent that he or she deems it necessary or appropriate in his or her sole discretion) shall value the Liquidating Trust Assets in the Liquidating Trust, based on the good faith determination of the Liquidating Trust, and shall apprise the Liquidating Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including the Debtor, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Liquidating Trust Assets.

The right and power of the Liquidating Trustee to invest the Liquidating Trust Assets transferred to the Liquidating Trust, the proceeds thereof, or any income earned by the Liquidating Trust, shall be limited to the right and power to (i) invest the Liquidating Trust Assets (pending distributions in accordance with the Plan) in (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof or (c) such other investments as the Bankruptcy Court may approve from time to time; or (ii) deposit such assets

in demand deposits or certificates of deposit at any bank or trust company, which has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000 (collectively, the "*Permissible Investments*"); *provided, however*, that the scope of any such Permissible Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise.

Subject to the provisions of this Article V, the Liquidating Trustee shall distribute to the Liquidating Trust Beneficiaries all net Cash income plus all net Cash proceeds from the liquidation of the Liquidating Trust Assets (including as Cash for this purpose, all Cash equivalents) at such time intervals as decided by the Liquidating Trustee in his or her discretion, pursuant to the terms of the Plan. The Liquidating Trust shall make distributions no less frequently than once per twelve-month period, such period to be measured from the Effective Date; *provided, however*, that the Liquidating Trustee may, in his or her sole discretion, cause the Liquidating Trust to retain an amount of net Cash proceeds or net Cash income reasonably necessary to maintain the value of its assets or to meet Claims and contingent liabilities (including Disputed Claims). The Liquidating Trustee may also determine that in a given period or on the anniversary of the Effective Date, there are insufficient assets to make a distribution.

The Liquidating Trustee shall require any Liquidating Trust Beneficiary or other party receiving a distribution to furnish to the Liquidating Trustee in writing his or its Employer or Taxpayer Identification Number as assigned by the IRS and the Liquidating Trustee may condition any distribution to any Liquidating Trust Beneficiary or other party receiving a distribution upon receipt of such identification number.

#### 7. Liquidating Trustee's Authority and Duties

From and after the Effective Date, the Liquidating Trustee shall serve as trustee of the Liquidating Trust and shall have all powers, rights and duties of a trustee, as set forth in the Liquidating Trust Agreement. Among other things, the Liquidating Trustee shall: (i) hold and administer the Liquidating Trust Assets, (ii) have the sole authority and discretion on behalf of the Liquidating Trust to evaluate and determine strategy with respect to the Vested Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Vested Causes of Action on behalf of the Liquidating Trust on any terms and conditions as it may determine in good faith based on the best interests of the Liquidating Trust Beneficiaries, (iii) have the power and authority to retain, as an expense of the Liquidating Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidating Trustee hereunder or in the Liquidating Trust Agreement, (iv) make distributions to the Liquidating Trust Beneficiaries as provided in the Liquidating Trust Agreement and the Plan, (v) have the right to receive reasonable compensation for performing services as the Liquidating Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidating Trustee in performing the duties and responsibilities required under the Plan and the Liquidating Trust Agreement, (vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth in Section VIII.A herein, (vii) be considered an estate representative under Section 1123 of the Bankruptcy Code with respect to the Liquidating Trust Assets and (viii) have

the right to provide periodic reports and updates to its Liquidating Trust Beneficiaries regarding the status of the administration of the Liquidating Trust Assets, including the Vested Causes of Action, and the assets, liabilities and transfers of the Liquidating Trust. For the avoidance of doubt, the Liquidating Trust shall not be funded with, and the Liquidating Trustee shall not have any authority, powers, or duties with respect to any of the Excluded Actions. The Liquidating Trust and the Liquidating Trustee shall have no obligation to file any tax returns for the Debtor.

#### 8. Termination of Liquidating Trust

The Liquidating Trust will terminate as soon as practicable, but in no event later than the fifth (5th) anniversary of the Effective Date; provided, however, that, on or prior to the date of such termination, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Liquidating Trust for a finite period, if such an extension is necessary to liquidate such Liquidating Trust Assets or for other good cause. Notwithstanding the foregoing, multiple extensions may be obtained so long as Bankruptcy Court approval is obtained prior to the expiration of each extended term; provided further, however, that the Liquidating Trustee receives an opinion of counsel or a favorable ruling from the IRS that any further extension would not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes.

#### 9. Termination of Liquidating Trustee

The duties, responsibilities and powers of the Liquidating Trustee shall terminate in accordance with the terms of the Liquidating Trust Agreement.

#### 10. Exculpation; Indemnification

The Liquidating Trustee, and its respective professionals, shall be exculpated and indemnified pursuant to and in accordance with the terms of the Liquidating Trust Agreement.

#### 11. Preservation of Records and Documents

The Debtor, and the Liquidating Trustee, as applicable, shall: (i) take commercially reasonable efforts to preserve all records and documents (including any electronic records or documents) related to the Liquidating Trust Assets (including the Vested Causes of Action) for a period of five (5) years from the Effective Date or, if actions with respect to any applicable Vested Causes of Action are then pending, until the Liquidating Trustee notifies the Liquidating Trust Beneficiaries such records are no longer required to be preserved; and (ii) provide the Liquidating Trust, the Liquidating Trust Beneficiaries and their respective counsel, agents and advisors, with reasonable access to such records and documents including at a reasonable time and location.

#### 12. Discovery

The Liquidating Trust shall be authorized to employ Bankruptcy Rule 2004 and any other bankruptcy tools of discovery available to the Estate until the Chapter 11 Case is closed.

### C. *Termination and Discharge of FTI Consulting and the Managers of the Debtor*



Upon the Effective Date, the existing managers of the Debtor and FTI Consulting, Inc.'s role as chief restructuring officer and any and all management roles of the Debtor, shall be discharged and terminated. Further, such Persons are authorized to file such governance documents as they deem necessary in their sole discretion, to effectuate the Plan, without any further notice to or approval by the Bankruptcy Court.

D. *Binding Effect*

Except as otherwise expressly provided in the Plan, on and after the Effective Date, the Plan shall bind all Holders of Claims and Equity Interests.

E. *Cancellation of Notes, Instruments, Debentures and Equity Securities*

On the Effective Date, except to the extent provided otherwise in the Plan, any agreement, note, instrument, certificate or other document evidencing or creating any Claim or Equity Interest in or against the Debtor shall be automatically cancelled and terminated and of no further force and effect as respects the Debtor, without any further act or action and deemed surrendered without further act or action under any applicable agreement, law, regulation, order or rule and the obligations of the Debtor (but not of any third party) under the agreements, notes, instruments, certificates or other documents governing such Claims and Equity Interests shall be discharged.

## ARTICLE VI

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

Any executory contract or unexpired lease that has not expired by its own terms on or prior to the Effective Date and that (i) the Debtor has not assumed and/or assigned or rejected with the approval of the Bankruptcy Court, (ii) is not identified as an Assumed Liability, or (iii) is not the subject of a motion to assume the same pending as of the Effective Date, shall be deemed rejected by the Debtor, and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejection pursuant to Sections 365(a) and 1123 of the Bankruptcy Code.

B. *Rejection Claims; Cure of Defaults*

If the rejection of an executory contract or unexpired lease results in damages to the counterparty or counterparties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a Proof of Claim that has been timely Filed, shall be forever barred and shall not be enforceable against the Debtor or the Liquidating Trust, as applicable, or their properties, successors or assigns, unless a Proof of Claim is timely Filed with the Claims Agent and served upon the Debtor and the Liquidating Trustee and their respective counsel on or before (x) thirty (30) days after the later to occur of (a) the Effective Date and (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of a particular executory contract or unexpired lease, or (y) such other date as may be ordered by the Bankruptcy Court.

Any monetary amounts by which each executory contract and unexpired lease to be assumed is in default shall be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to each such executory contract or unexpired lease may otherwise agree. The list(s) of the Assumed Contracts will be filed and served on the relevant counterparties at least 14 days prior to the Plan voting deadline and, as may be agreed with the counterparty and the Debtor, may be modified from time to time prior to the Effective Date. The proposed list of the Assumed Contracts, which may be modified by the Debtor prior to the confirmation hearing, shall identify the executory contract(s) and/or unexpired lease(s) sought to be assumed, the counterparties thereto, the proposed Cure Obligations as of the projected Effective Date, including any cure amounts that the Debtor believes must be paid, and a description of the proposed adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

Any objection to the (a) the amount of any cure payments for the Assumed Contracts, (b) the ability of the to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, shall be filed and served on the Debtor within 14 days after the filing of the relevant list of Assumed Contracts. In the event an objection is filed, the Debtor shall attempt to resolve such objection prior to the Plan voting deadline. To the extent the parties are unable to consensually resolve such objection prior to the Plan voting deadline, such objection and any amounts to be paid under section 365 of the Bankruptcy Code will be determined at the Confirmation Hearing or as otherwise agreed to by the parties or ordered by the Court. In the event that a dispute remains unresolved as of the Effective Date regarding (a) the amount of any cure payments, (b) the ability of the to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by Section 365(b)(1) of the Bankruptcy Code shall be made within a reasonable time following the entry of a Final Order resolving the dispute and approving the assumption. Pending the Bankruptcy Court's ruling on such dispute, the executory contract or unexpired lease at issue shall be deemed assumed by the Debtor unless otherwise ordered by the Bankruptcy Court. However, any such "deemed" assumption shall not affect any counterparty's rights and/or remedies under section 365 of the Bankruptcy Code or otherwise, which shall be preserved pending final resolution notwithstanding the "deemed" assumption.

## ARTICLE VII

### PROVISIONS REGARDING DISTRIBUTIONS

#### A. *Time and Method of Distributions*

Any distributions and deliveries to be made under this Plan shall be made on the Effective Date or as soon as practicable thereafter, unless otherwise specifically provided for by this Plan. If any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

B. *Liquidating Trust Distributions*

The Liquidating Trustee, on behalf of the Liquidating Trust, or such other Person or Entity as may be designated in accordance with the Liquidating Trust Agreement, will make the distributions to Liquidating Trust Beneficiaries required under the Plan in accordance with the Liquidating Trust Agreement and in accordance with the priorities set forth herein and the other provisions of the Plan, and administer and liquidate any assets in the Liquidating Trust and otherwise wind down the Estate, including the following: (a) general administration costs (*e.g.*, trustee/trust fees, etc.), (b) access to and review of information for any and all potential Claims, (c) access to and review of information for any and all Vested Causes of Action, (d) analysis and assessment related to Claims objection/resolution, (e) analysis and assessment related to Vested Causes of Action, (f) preparation of Claims objection/resolution, (g) preparation of Vested Causes of Action (excluding the actual prosecution thereof) and (h) distribution of proceeds (*e.g.*, claims agent, etc.). Whenever any distribution to be made under the Plan or the Liquidating Trust Agreement is due on a day other than a Business Day, such distribution shall be made, without interest, on the immediately succeeding Business Day, but any such distribution will have been deemed to have been made on the date due.

C. *Reserve for Disputed Claims*

The Debtor, or Liquidating Trustee, as applicable, may maintain a reserve for any distributable amounts required to be set aside on account of Disputed Claims and shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein and in the Liquidating Trust Agreement, as such Disputed Claims are resolved by Final Order, and such amounts shall be distributable in respect of such Disputed Claims as such amounts would have been distributable had the Disputed Claims been Allowed Claims as of the Effective Date, provided that no interest shall be distributable or accrue with respect thereto.

D. *Manner of Distribution Under Plan and Liquidating Trust*

Any distribution in Cash to be issued under the Plan or the Liquidating Trust Agreement shall, at the election of the issuer, be made by check drawn on a domestic bank or by wire transfer from a domestic bank.

E. *Delivery of Distributions*

Subject to the provisions of Bankruptcy Rule 2002(g), and except as otherwise provided herein, distributions and deliveries to Holders of record of Allowed Claims shall be made at the address of each such Holder set forth on the Debtor's books and records unless superseded by the address set forth on Proofs of Claim filed by any such Holders. By the Effective Date, the Debtor shall provide the Liquidating Trustee with the addresses and access to other books and records relating to the Liquidating Trust Beneficiaries, including all taxpayer identification information.

F. *Undeliverable Distributions*

1. Holding of Undeliverable Distributions

If any distribution to the Holder of an Allowed Claim under the Plan or the Liquidating Trust Agreement is returned as undeliverable, no further distributions shall be made to such Holder unless and until the issuer of the distribution is notified in writing of such Holder's then-current address. Any Holder ultimately receiving a distribution that was returned as undeliverable shall not be entitled to any interest or other accruals of any kind on such distribution. Nothing contained in the Plan or the Liquidating Trust Agreement shall require the issuer of any distribution to attempt to locate any Holder of an Allowed Claim.

## 2. Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim that does not assert its rights pursuant to the Plan or the Liquidating Trust Agreement to receive a distribution within three (3) months from and after the date such distribution is returned as undeliverable shall have such Holder's Claim for such undeliverable distribution discharged and shall be forever barred from asserting any such Claim against the Debtor, the Liquidating Trust, the Liquidating Trustee and its respective professionals, or the Liquidating Trust Assets. In such case, any consideration held for distribution on account of such Claim shall belong to the Liquidating Trust for distribution by the Liquidating Trustee to the remaining Liquidating Trust Beneficiaries in accordance with the terms of the Plan and the Liquidating Trust Agreement. After final distributions have been made in accordance with the terms of the Plan and the Liquidating Trust Agreement, if the amount of undeliverable Cash remaining is less than \$15,000, the Liquidating Trustee, in his or her sole discretion, may donate such amount to a charity without further notice or order of the Bankruptcy Court.

## G. *Compliance with Tax Requirements/Allocation*

The issuer of any distribution under the Plan or the Liquidating Trust shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all distributions pursuant to the Plan or the Liquidating Trust shall be subject to any such applicable withholding and reporting requirements. For tax purposes, distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest, if any.

## H. *Time Bar to Cash Payments*

Checks issued on account of Allowed Claims shall be null and void if not negotiated within sixty (60) days from and after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the issuer of the check by the Holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made within three (3) months from and after the date of issuance of such check. After such date, all Claims in respect of voided checks shall be discharged and forever barred, and the Liquidating Trust shall be entitled to retain all monies related thereto for distribution to the Liquidating Trust Beneficiaries in accordance with the terms of the Plan and Liquidating Trust Agreement.

## I. *Distributions After Effective Date*

Distributions made after the Effective Date to Holders of Claims that are not Allowed as

of the Effective Date, but which later become Allowed, shall be deemed to have been made on the Effective Date. Except as otherwise specifically provided in the Plan or the Liquidating Trust Agreement, no interest shall be payable on account of any Allowed Claim not paid on the Effective Date.

J. *Fractional Dollars; De Minimis Distributions*

Notwithstanding anything contained herein to the contrary, payments of fractions of dollars will not be made. Whenever any payment of a fraction of a dollar under the Plan or the Liquidating Trust would otherwise be called for, the actual payment made will reflect a rounding of such fraction to the nearest dollar (up or down), with half dollars being rounded down. No payment shall be made on account of any distribution less than twenty-five dollars (\$25) with respect to any Allowed Claim unless a request therefor is made in writing to the issuer of such payment on or before ninety (90) days after the Effective Date; provided, however, the Liquidating Trustee may make a payment of any amount with respect to any Allowed Class 5 Claim in its sole discretion.

K. *Setoffs/Recoupment*

The Debtor, or the Liquidating Trustee (as applicable) may, pursuant to applicable non-bankruptcy law, set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan or Liquidating Trust Agreement on account thereof (before any distribution is made on account of such Claim), the Claims, rights and Causes of Action of any nature the Debtor, or the Liquidating Trust may hold against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, or Liquidating Trust of any such Claims, rights and Causes of Action that the Debtor or the Liquidating Trust may possess against such Holder; and, provided, further, that nothing contained herein is intended to limit any Creditor's rights of setoff or recoupment prior to the Effective Date in accordance with the provisions of Sections 362 and 553 of the Bankruptcy Code, or other applicable law.

L. *Preservation of Subordination Rights by Estate*

Except as otherwise provided herein, all subordination rights and claims relating to the subordination by the Debtor or the Liquidating Trustee of any Allowed Claim shall remain valid, enforceable and unimpaired in accordance with Section 510 of the Bankruptcy Code or otherwise.

## ARTICLE VIII

### PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

A. *Prosecution of Objections to Disputed Claims*

Upon the Effective Date, the Liquidating Trustee shall be responsible for pursuing any objection to the allowance of all Disputed Claims in Class 5 with respect to which an objection has been filed with the Bankruptcy Court and notice thereof has been given to the Holder of the



Disputed Claim. Prior to the Effective Date, the Debtor shall have the right to object to the allowance of Claims with respect to which they dispute liability or allowance in whole or in part and after the Effective Date, the Liquidating Trust shall be responsible for pursuing any objection with respect to Administrative Claims, Professional Fee Claims or Priority Claims. In the event the Purchaser (or other winning bidder which closes the Sale) desires to object to Allowed Claims in Class 1, such entity shall provide (i) notice, in writing, to the Debtor, or the Liquidating Trustee, as applicable, of its intention to pursue such objections and such notice shall disclose whether the Purchaser (or other winning bidder which closes the Sale) will pursue such objection on its own account and desires either the Debtor or Liquidating trustee, as applicable, to do so and (ii) fund a segregated escrow, or similar account, in the amount of the Filed Class 1 Claims. All costs of pursuing objections to Claims in Class 1, shall be paid by the Purchaser (or other winning bidder which closes the Sale) and in the event the Purchaser (or other winning bidder which closes the Sale) seeks to have either the Debtor, or Liquidating trustee, as applicable, pursue such objections, appropriate arrangements must be to be negotiated with the Debtor, or Liquidating Trust, as applicable. Absent such agreement and a written notice by the Debtor, or Liquidating Trustee, as applicable, that such party is willing to accept the responsibility for objecting to Claims in Class 1 or 3, neither the Debtor, nor the Liquidating Trustee will have any obligation to pursue any objections to Class 1 Claims. Moreover, in the event that objections to Class 1 Claims are pursued, pursuant to this paragraph, any amounts not paid to Holders of Allowed Class 1 Claims out of the segregated funds, after satisfaction of all costs and fees associated with such objections, shall be refunded back to the entity that provided such funding. In any event, the power and authority to pursue objections to Class 1 Claims shall be transferred and assigned to the Purchaser (or other winning bidder), the Debtor, or Liquidating Trustee, as applicable, consistent with this paragraph and all of the Debtor's rights, claims and defenses as to Class 1 Claims shall reside in the party pursuing such objections.

The Liquidating Trustee shall have the authority to file, settle, compromise or withdraw any objections to Disputed Claims in Class 5 (within any parameters as may be established by the Liquidating Trust Agreement) without approval of the Bankruptcy Court. However, the Bankruptcy Court may nevertheless consider motions to approve any compromises and settlements in accordance with Bankruptcy Rule 9019.

Unless otherwise provided herein or ordered by the Bankruptcy Court, all objections to Disputed Claims shall be served and filed by the Claims Objection Deadline.

#### B. *Estimation of Claims*

The Debtor, prior to the Effective Date, and thereafter the Liquidating Trustee in accordance with the Liquidating Trust Agreement, as applicable, 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 Debtor or the Liquidating Trustee previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. 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 relating to any such objection. Subject to the provisions of Section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute the maximum Allowed amount of such Claim. If the estimated amount

constitutes a maximum limitation on the amount of such Claim, the Debtor or Liquidating Trustee, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

C. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or Class of Claims are Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine that controversy before the Confirmation Date.

D. *Payments and Distributions on Disputed Claims*

1. Notwithstanding any provision hereof to the contrary, any issuer of a distribution hereunder may, in its discretion, pay the undisputed portion of a Disputed Claim. Notwithstanding the foregoing, the issuer of a distribution hereunder will set aside for each Holder of a Disputed Claim such portion of Cash it believes solely in its discretion necessary to provide required distributions if that Claim were an Allowed Claim, either based upon the amount of the Claim as filed with the Bankruptcy Court or the amount of the Claim as estimated by the Bankruptcy Court.

2. At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the issuer of a distribution hereunder shall distribute to the Holder thereof the distributions, if any, to which such Holder is then entitled under the Plan or the Liquidating Trust. Such distribution, if any, will be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim becomes a Final Order. No interest will be paid on Disputed Claims that later become Allowed, or with respect to any distribution in satisfaction thereof to a Holder.

## ARTICLE IX

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

A. *Conditions Precedent to Confirmation*

The following are conditions precedent to confirmation of this Plan that must be (i) satisfied or (ii) waived in accordance with Section IX.C below:

1. The entry of the Sale Order in form and substance reasonably satisfactory to the Debtor and the DIP Lender.
2. The entry of the Disclosure Statement Order in form and substance reasonably satisfactory to the Debtor and to the Plan Support Parties.
3. The entry of the Confirmation Order by the Bankruptcy Court in form and

substance reasonably satisfactory to the Debtor and to the Plan Support Parties.

4. The Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed in form and substance reasonably satisfactory to the Debtor and the Plan Support Parties and approved by the Bankruptcy Court.

5. The occurrence of the Confirmation Date.

B. *Conditions Precedent to Effective Date of Plan*

The following are conditions precedent to the Effective Date of the Plan that must be (i) satisfied or (ii) waived in accordance with Section IX.C below:

1. Confirmation shall have occurred.

2. There shall not be in effect on the Effective Date any (i) Order entered by a U.S. court, (ii) any order, opinion, ruling or other decision entered by any other court or governmental entity or (iii) United States or other applicable law staying, restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by the Plan.

3. All other actions and documents necessary to implement the Plan shall have been effected or executed, including execution of the Liquidating Trust Agreement in form and substance satisfactory to the Debtor and to the Plan Support Parties.

4. The Liquidating Trust Agreement shall have been fully executed and the Liquidating Trust Assets shall have been transferred to the Liquidating Trust.

C. *Waiver of Conditions Precedent*

Only the Debtor and, as applicable, the Plan Support Parties, may waive the conditions listed in Article IX of the Plan, and such waiver may be without notice to parties in interest or the Bankruptcy Court and without a hearing.

D. *Effect of Non-Occurrence of Effective Date*

In the event that the conditions to the occurrence of the Effective Date have not been timely satisfied or waived pursuant to Section IX. C., and upon notification Filed by the Debtor with the Bankruptcy Court, the Confirmation Order shall be vacated and the Debtor and all parties in interest shall be restored to the *status quo ante*. If the Confirmation Order is vacated 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 against, or any Equity Interests in, the Debtor; (2) prejudice in any manner the rights of the Debtor or any other Person or Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtor in any respect.

**ARTICLE X**



## SETTLEMENT, DISCHARGE, RELEASE, EXCULPATION, INJUNCTIVE AND RELATED PROVISIONS

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

Pursuant to Sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of substantially all Claims, Equity Interests, and controversies relating to the contractual, legal, and equitable rights that a Holder of a Claim or Equity Interest may have with respect to any Claim or Equity Interest or any distribution to be made on account of such Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, the Estate, and Holders, 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 may compromise and settle claims against it.

### B. *Discharge of Claims and Termination of Interests*

Pursuant to Sections 1141(a), (c), and (d) of the Bankruptcy Code, and notwithstanding any language to the contrary in such sections, except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, of Claims, Equity Interests, and Causes of Action of any nature whatsoever by any Person or Entity, including any interest accrued on any Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the Debtor, the Estate, or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Equity Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt, right, or Equity Interest is Filed or deemed Filed pursuant to Section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Equity Interest is Allowed pursuant to Section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Equity Interest has accepted the Plan, effective as of the Effective Date. 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, the Confirmation Order shall be a judicial determination of the complete and full discharge of all Claims and Equity Interests by any Person or Entity, subject to the Effective Date occurring. 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, all property of the Estate shall vest in the , free and clear of all Claims and Equity

Interests of any Person or Entity and with the full and complete discharge of any and all Claims, Equity Interests or Causes of Action of any Person or Entity.

C. **Injunction**

*Except as otherwise expressly provided in the Plan, all Persons and Entities shall be permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or relating to any Claim or Equity Interest against the Debtor, the Estate or its assets, or the or its assets, unless a previous order modifying the stay provided under Section 362 of the Bankruptcy Code was entered by the Bankruptcy Court; (b) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtor, the Estate or the Liquidating Trust; (c) creating, perfecting, or enforcing any encumbrance of any kind against the property or interests in property of the Debtor, the Estate or the Liquidating Trust, in each case in respect of any Claims or Equity Interests arising prior to the Confirmation Date; and (d) commencing or continuing in any manner any Claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any Claims or Causes of Action that have been or could be asserted by or on behalf of the Debtor or the Estate or that are derivative or duplicative of any such Claims or Causes of Action, that are released pursuant to the Plan or the Confirmation Order.*

D. **Necessity and Approval of Releases and Injunctions**

The releases and injunctions set forth in this Article X are integral and critical parts of the Plan and the settlements implemented pursuant to the Plan, the approval of such releases pursuant to the Confirmation Order is a condition to the occurrence of the Effective Date, and all the Released Parties have relied on the efficacy and conclusive effects of such releases and injunctions and on the Bankruptcy Court's retention of jurisdiction to enforce such releases and injunctions when making concessions pursuant to the Plan and by agreeing to, accepting, and supporting the settlement and treatment of their respective Claims, Causes of Action, and other rights under the Plan.

Pursuant to Bankruptcy Code Sections 1123(a)(5), 1123(b)(3), and 1123(b)(6), as well as Bankruptcy Rule 9019, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases and injunctions set forth in this Article X, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that such releases and injunctions are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtor, the Estate, and all Creditors; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the releasing parties as set forth herein asserting any Claims or Causes of Action released pursuant to such release.

E. **Exculpation**

*The Debtor, the Liquidating Trustee, and the Liquidating Trust, and their respective*

*officers, directors, employees, and agents (and their respective attorneys, consultants, financial advisors, investment bankers, accountants, and other retained professionals) shall neither have nor incur any liability to any Person or Entity (including any Holder of a Claim or Equity Interest) for any pre- or post-petition act taken or omitted to be taken in connection with or related to the formulation, negotiation, preparation, dissemination, implementation, administration, confirmation or occurrence of the Effective Date, the Disclosure Statement, the Plan, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with, or in contemplation of, the restructuring of the Debtor or the Chapter 11 Case.*

## ARTICLE XI

### VESTING AND PRESERVATION OF CERTAIN CAUSES OF ACTION

#### A. *Vesting of the Vested Causes of Action*

Except as otherwise provided in the Plan, the Vested Causes of Action shall, on the Effective Date, automatically and irrevocably vest in the Liquidating Trust free and clear of liens, claims, encumbrances and interests. The Liquidating Trustee, on behalf of the Liquidating Trust, shall have the exclusive right, authority, and discretion to institute, commence, pursue, prosecute, abandon, settle, or compromise any and all Vested Causes of Action (under any theory of law, including the Bankruptcy Code, and in any court or other tribunal) without the consent or approval of any third party and without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Liquidating Trust Agreement. From and after the Effective Date, the Liquidating Trustee, in accordance with Section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Liquidating Trust, shall serve as a representative of the Estate and shall retain and possess the sole and exclusive right to commence, pursue, settle, compromise or abandon, as appropriate, any and all Vested Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal.

#### B. *Reservation of Rights Regarding Vested Causes of Action*

The Debtor and, after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, reserve all rights to pursue any and all Vested Causes of Action, and the Debtor hereby reserves the rights of the Liquidating Trust and the Liquidating Trustee, on behalf of the Liquidating Trust, to pursue, administer, settle, litigate, enforce and liquidate consistent with the terms and conditions of the Plan such Vested Causes of Action.

Unless Vested Causes of Action against a Person or Entity are expressly waived, relinquished, released, compromised or settled in the Plan, or any Final Order, the Debtor (before the Effective Date) and the Liquidating Trustee, on behalf of the Liquidating Trust (post-Effective Date), expressly reserve all Vested Causes of Action for later adjudication, and no Person or Entity may rely on any alleged failure to list, specify, or otherwise disclose any particular Vested Causes of Action in connection with the Plan as a defense in any litigation regarding such Vested Causes of Action. In addition, the Debtor and the Liquidating Trustee, on behalf of the Liquidating Trust and any successors in interest thereto, expressly reserve the right

to pursue or adopt any Vested Causes of Action not so waived, relinquished, released, compromised or settled that are alleged in any lawsuit in which the Debtor are a defendant or an interested party, against any Person or Entity, including the plaintiffs and co-defendants in such lawsuits.

## ARTICLE XII

### RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over any matter arising under the Bankruptcy Code, or arising in or related to the Chapter 11 Case or the Plan after Confirmation and after the Effective Date, and any other matter or proceeding that is within the Bankruptcy Court's jurisdiction pursuant to 28 U.S.C. § 1334, 28 U.S.C. § 157, or 28 U.S.C. § 1367, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of Claims;
2. Grant or deny any applications for allowance of Professional Fee Claims;
3. Resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which the Debtor is party or with respect to which the Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom;
4. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions hereof;
5. Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, including all Vested Causes of Action and objections or estimations to Claims or Equity Interests, and grant or deny any applications involving the Debtor that may be pending on the Effective Date, or that, pursuant to the Plan, may be instituted by (i) the Liquidating Trustee or Liquidating Trust, or (ii) any other Person or Entity after the Effective Date; provided, however, that the Liquidating Trustee and the Liquidating Trust shall reserve the right to prosecute the Vested Causes of Action in all proper jurisdictions;
6. Enter such orders as may be necessary or appropriate to implement or consummate the provisions hereof and of all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Liquidating Trust Agreement;
7. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Liquidating Trust Agreement or any Person's or Entity's obligations incurred in connection with the Plan or Liquidating Trust Agreement including those relating to determining the scope and extent of the



Liquidating Trust Assets;

8. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation or enforcement of the Plan, except as otherwise provided herein;

9. Resolve any cases, controversies, suits or disputes with respect to the releases, injunctions and other provisions contained in Article X hereof and enter any orders that may be necessary or appropriate to implement and enforce such releases, injunctions and other provisions;

10. Enter and implement any orders that are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

11. Determine any other matters that may arise in connection with or related to this Plan, the Disclosure Statement, the Confirmation Order, the Liquidating Trust Agreement or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Liquidating Trust Agreement;

12. Resolve any issues that arise in connection with the administration of and distributions from the Liquidating Trust; and

13. Enter an order and/or Final Decree concluding the Chapter 11 Case.

Notwithstanding any other provision in this article to the contrary, nothing herein shall prevent the Liquidating Trustee from commencing and prosecuting any Vested Causes of Action before any other court or judicial body which would otherwise have appropriate jurisdiction over the matter and parties thereto, and nothing herein shall restrict any such courts or judicial bodies from hearing and resolving such matters.

### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

**A. *Immediate Binding Effect***

Subject to Article IX hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the , and any and all Holders of Claims or Equity Interests (irrespective of whether their Claims or Equity Interests accepted the Plan), all Persons or Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person or Entity acquiring property under the Plan, and any and all non-debtor parties to executory contracts and unexpired leases with the Debtor.

**B. *Plan Supplement***

The Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court

or its designee during normal business hours. Holders of Claims and Equity Interests may obtain a copy of the Plan Supplement by contacting the Voting Agent, or by emailing [balloting@donlinrecano.com](mailto:balloting@donlinrecano.com), and include "Juniper" in the subject line. The documents contained in the Plan Supplement are an integral part of the Plan and shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

C. *Payment of Statutory Fees and Provision of Reports*

The Debtor shall be responsible for timely payment of United States Trustee quarterly fees incurred pursuant to Section 1930(a) of Title 28 of the United States Code as of the Confirmation Date. Any fees due as of the Confirmation Date, will be paid in full, on or before the Effective Date. After confirmation, the Liquidating Trustee shall pay the United States Trustee quarterly fees as they accrue until the Chapter 11 Case is converted, dismissed or closed, whichever occurs first. Further, the Liquidating Trustee shall be responsible for filing post-Confirmation quarterly reports with the United States Trustee until the Chapter 11 Case is converted, dismissed or closed, in a format prescribed by the United States Trustee.

D. *Plan Modification/Amendment*

Subject to the limitations contained in the Plan:

1. The Plan may be amended or modified with the consent of the Debtor (a) before the Confirmation Date, to the extent permitted by Section 1127 of the Bankruptcy Code; (b) after the Confirmation Date and prior to substantial consummation of the Plan, as defined in Section 1101(2) of the Bankruptcy Code, to the extent the Debtor institutes proceedings in the Bankruptcy Court, pursuant to Section 1127(b) of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order or to accomplish such matters as may be necessary or appropriate to carry out the purposes and effects of the Plan; provided that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or Orders of the Bankruptcy Court; or (c) after the entry of the Confirmation Order, upon order of the Bankruptcy Court in accordance with Section 1127(b) of the Bankruptcy Code; provided, further, that the Plan will not be amended, modified or revoked without the consent of the Debtor, and the written consent of the Plan Support Parties to the extent any amendment, modification or revocation materially affects any of the Plan Support Parties.

2. The Debtor reserves the right to modify or amend the Plan upon a determination by the Bankruptcy Court that the Plan is not confirmable pursuant to Section 1129 of the Bankruptcy Code. To the extent permissible under Section 1127 of the Bankruptcy Code without the need to re-solicit acceptances, the Debtor reserves the right to sever any provisions of the Plan that the Bankruptcy Court finds objectionable. 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.

3. After the Effective Date, the Liquidating Trustee may amend or modify, upon order of the Bankruptcy Court, the Plan in accordance with Section 1127(b) of the Bankruptcy

Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan solely as to Class 5, and/or the Liquidating Trust, the Liquidating Trustee or Liquidating Trust Beneficiaries.

E. *Revocation of Plan*

The Debtor reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization or liquidation. If the Debtor revokes or withdraws the Plan, or if Confirmation or the Effective Date does not occur, then (i) the Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto, shall be deemed null and void, and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other Person or Entity, (b) prejudice in any manner the rights of the Debtor or any other Person or Entity, or (c) constitute an admission of any sort by the Debtor or any other Person or Entity.

F. *Successors and Assigns*

The rights, benefits and obligations of any Person or Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

G. *Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of this Plan, any statement or provision contained herein, or the taking of any action by the Debtor with respect to this Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

H. *Good Faith*

Confirmation of the Plan shall constitute a conclusive determination that: (a) the Plan, and all the transactions and settlements contemplated thereby, have been proposed in good faith and in compliance with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules; (b) the solicitation of acceptances or rejections of the Plan has been in good faith and in compliance with all applicable provisions of Bankruptcy Code, and the Bankruptcy Rules; and, (c) in each case, all the Released Parties have acted in good faith in connection therewith.

I. *Section 1146 Exemption*

Pursuant to Section 1146(a) of the Bankruptcy Code, under this Plan, (i) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtor; (ii) the creation, modification, consolidation or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iii) the



making, assignment or recording of any lease or sublease; or (iv) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan shall not be subject to any document recording tax, mortgage recording tax, stamp tax or similar government assessment, and the appropriate state or local government official or agent shall be directed by the Bankruptcy Court to forgo the collection of any such tax or government assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or government assessment.

All subsequent issuances, transfers or exchanges of securities, or the making or delivery of any instrument of transfer by the Debtor in the Chapter 11 Case, whether in connection with a sale pursuant to Section 363 of the Bankruptcy Code or otherwise, shall be deemed to be or have been done in furtherance of this Plan.

J. *Further Assurances*

The Holders of Claims receiving distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Liquidating Trust Agreement.

K. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered upon the Debtor shall be sent by first class U.S. mail, postage prepaid, as follows:

*To the Debtor:*

King & Spalding LLP  
1100 Louisiana, Suite 4000  
Houston, TX 77002  
Attention: Mark W. Wege, Esq. and Edward L. Ripley, Esq.  
Facsimile: 713.751.3290  
email: mwege@kslaw.com and eripley@kslaw.com

*To the United States Trustee:*

Attn: Nancy L. Holley, Esq.  
Bob Casey Federal Building  
515 Rusk Street  
Houston, Texas 77002

*To the DIP Lender:*

RD Juniper LLC  
Attn: Mike Krautz, CFO

750 Pearl St.  
Beaumont, TX 77701  
email: [mike.krautz@rig-rds.com](mailto:mike.krautz@rig-rds.com)

Gable Gotwals  
Attn: John Dale  
1100 ONEOK Plaza  
100 West 5th St.  
Tulsa, OK 74103  
email: [jdale@gablelaw.com](mailto:jdale@gablelaw.com)

L. *Transactions on Business Days*

If the date on which a transaction may occur under this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

M. *Filing of Additional Documents*

On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and provisions hereof.

N. *Post-Effective Date Fees and Expenses*

From and after the Effective Date, the Liquidating Trustee, on behalf of the Liquidating Trust, shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable professional fees and expenses incurred by the Liquidating Trust, and any professionals retained by such Liquidating Trust, related to the consummation and to the implementation of this Plan, except as otherwise provided in the Liquidating Trust Agreement.

O. *Severability*

The provisions of this Plan shall not be severable unless such severance is agreed to by the Debtor or, if after the Effective Date, by the and the Liquidating Trustee, on behalf of the Liquidating Trust, and such severance would constitute a permissible modification of this Plan pursuant to Section 1127 of the Bankruptcy Code.

P. *Conflicts*

To the extent any provision of the Liquidating Trust Agreement, the Disclosure Statement, or any document executed in connection therewith or any documents executed in connection with the Confirmation Order (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing) conflicts with, or is in any way inconsistent with, the terms of this Plan, the terms and provisions of the Plan shall govern and control and to the extent any provision of the Plan conflicts with, or is in any way inconsistent with, the terms and provisions

of the Confirmation Order, the terms and provisions of the Confirmation Order shall govern and control.

Q. *Term of Injunctions or Stays*

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Case pursuant to Sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and still extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order), shall remain in full force and effect until the closing of the Chapter 11 Case in accordance with Section XIII.S of the Plan. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

R. *Entire Agreement*

This Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

S. *Closing of the Chapter 11 Case*

The Liquidating Trustee shall promptly, upon the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by the Bankruptcy Rules and any applicable orders of the Bankruptcy Court to close the Chapter 11 Case.

T. *Change of Control Provisions*

Any acceleration, vesting or similar change of control rights under any employment, benefit or other arrangements triggered by the consummation of this Plan shall be waived or otherwise cancelled under this Plan.

[SIGNATURE ON NEXT PAGE]

Dated: June 20, 2016

Respectfully submitted,

Juniper GTL LLC

By: /s/ David Rush  
Name: David Rush  
Title: Chief Restructuring Officer

Counsel:

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*Counsel for the Debtor and Debtor in  
Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

JUNIPER GTL LLC<sup>1</sup>

Debtor.

Chapter 11

Case No. 16-31959

**JUNIPER GTL LLC'S FIRST NON-MATERIAL  
MODIFICATION TO ITS FIRST AMENDED  
CHAPTER 11 PLAN OF LIQUIDATION, AS REVISED**

KING &amp; SPALDING LLP

Mark W. Wege  
Edward L. Ripley  
Jason S. Sharp  
1100 Louisiana Street, Suite 4000  
Houston, Texas 77002

**ATTORNEYS FOR JUNIPER GTL LLC**

<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 3161. The corporate address of the Debtor is 1001 Fannin, Suite 3950, Houston, Texas 77002.

### **FIRST NON-MATERIAL MODIFICATION**

Pursuant to Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtor files this First Non-Material Modification to its First Amended Plan of Liquidation, as Revised, (the "Plan Modification") as follows:

1. The Debtor filed its First Amended Plan of Reorganization, as Revised, (the "Plan") on May 18, 2016 (Docket No. 159). The Plan, in Article I, has various defined terms including paragraph 30 ("DIP Lender"), paragraph 76 ("Plan Support Parties"), paragraph 86 ("Purchaser") and paragraph 100 ("Vested Causes of Action").

A) Paragraph 30 currently provides as follows:

*"DIP Lender"* means Westlake GTL LLC as lender under the DIP Credit Agreement.

B) Paragraph 76 currently provides as follows:

*"Plan Support Parties"* means those parties which are signatories to that certain Stalking Horse and DIP Financing Agreement dated March 13, 2016, as amended and restated on April 12, 2016 and amended on May 8, 2016.

C) Paragraph 86 currently provides as follows:

*"Purchaser"* means Westlake; provided that Purchaser also shall include RCI solely for the purposes of providing part of the consideration to Debtor and the representations and warranties in Sections 4.2-4.4, 5.3, 5.6, 5.7, and 5.8 of the Asset Purchase Agreement between Debtor, Westlake and RCI.

D) Paragraph 100 currently provides as follows:

*"Vested Causes of Actions"* means all Avoidance Actions belonging to the Estate that are being transferred to the Liquidating Trust. For the avoidance of doubt, in the event the Purchaser is the winning bidder and closes the Sale, any Causes of Action against Westlake, the Purchaser, RCI or RDS, or any other their representatives, are hereby waived and released and do not become a Vested Cause of Action.

2. By operation of this Plan Modification, Article I, paragraphs 30, 76, 86 and 100 are changed and will provide as follows:

A) *"DIP Lender"* means WestLake GTL LLC prior to June 6, 2016 and RD Juniper LLC on and after June 6, 2016, as lender under the DIP Credit Agreement.



B) “*Plan Support Parties*” means RCI, RDS and RD Juniper LLC.

C) “*Purchaser*” means RD Juniper LLC, a Delaware limited liability company; provided that Purchaser also shall include RCI solely for the purposes of providing part of the consideration to Debtor and the representations, warranties and covenants in Sections 4.2, 4.3, 4.4, 5.1, 5.3, 5.6, 5.7, and 5.8 of the Asset Purchase Agreement between Debtor, Westlake and RCI, as amended by that certain Amendment to Asset Purchase Agreement dated June 10, 2016, between the Debtor, RD Juniper LLC and RCI.

D) “*Vested Causes of Action*” means all Avoidance Actions belonging to the Estate that are being transferred to the Liquidating Trust. For the avoidance of doubt, (I) any and all Avoidance Actions against Westlake, Richard, RD Juniper LLC, YGTL Investor LLC, YGTL Juniper LLC, or their respective affiliates, representatives, officers, directors, partners, managers, members, attorneys, accountants, consultants and professionals, in any capacity; (II) any and all contract claims as against any non-Debtor counterparty to a Transferred Contract under the APA and (III) any and all Avoidance Actions against (x) any non-Debtor counterparty to a Transferred Contract under the APA and (y) any Third Party listed on Schedule 2.3(g) and Schedule 2.3(h) to the APA shall not be Vested Causes of Action and shall not be transferred or vested in the Liquidating Trust.

3. Article III B.1, Classification, Treatment and Voting for Class 1 – Level 4 Secured Claims, subsection (b) *Treatment*, the following sentence is added at the end of the paragraph (b):

In the event a Class 1 Claim is paid pursuant to the Sale, such Class 1 Claim will be deemed satisfied and there will be no distribution on account of such satisfied Class 1 Claim under the Plan.

4. Article III B.2, Classification, Treatment and Voting for Class 2 – Level 5 Secured Claims, subsection (b) *Treatment*, the following sentence is added at the end of the paragraph (b):

In the event a Class 2 Claim is paid pursuant to the Sale, such Class 2 Claim will be deemed satisfied and there will be no distribution on account of such satisfied Class 2 Claim under the Plan.

5. Article XIII, Miscellaneous Provisions, subpart K, Service of Documents, includes as a notice party, Westlake GTL, LLC through its counsel. That entity is removed from the Plan service requirements since RD Juniper LLC is now the DIP Lender, and its counsel

already is included as a party to receive notice.

6. Other than as set forth above, all other provisions of the Plan remain in place and unaffected by this Modification.

Date: June 20, 2016  
Houston, Texas

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