

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

**IN RE:**

**ROOSTER ENERGY, L.L.C., *et al.*<sup>1</sup>**

**DEBTOR.**

**CASE NO. 17-50705**

**CHAPTER 11**

**(Jointly Administered)**

**JOINT CHAPTER 11 PLAN OF ROOSTER ENERGY, L.L.C.,  
ROOSTER PETROLEUM, LLC, AND ROOSTER OIL & GAS, LLC,  
DATED AS OF OCTOBER 23, 2017, PROPOSED BY  
THE ROOSTER DEBTORS AND CORN MEAL, LLC**

Jan M. Hayden (La. Bar No. 6672)  
Edward H. Arnold III (La. Bar No. 18767)  
Lacey Rochester (La. Bar No. 34733)  
201 St. Charles Ave., Suite 3600  
New Orleans, LA 70170  
Telephone: (504) 566-5200  
Email: jhayden@bakerdonelson.com

Susan C. Mathews (TX Bar No. 05060650)  
Daniel J. Ferretti (TX Bar No. 24096066)  
1301 McKinney St., Suite 3700  
Houston, TX 77010  
Telephone: (713) 650-9700  
Email: smathews@bakerdonelson.com

***ATTORNEYS FOR THE ROOSTER DEBTORS***

Mark A. Mintz (La. Bar No. 31878)  
Elizabeth J. Futrell (La. Bar No. 05863)  
Laura F. Ashley (LA Bar No. 32820)  
Jones Walker LLP  
201 St. Charles Ave., 49th Floor  
New Orleans, LA 70170  
Telephone: 504-582-8000  
Email: mmintz@joneswalker.com

***ATTORNEYS FOR THE CORN MEAL, LLC***

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<sup>1</sup> This Plan is proposed for the following debtors: Rooster Energy, L.L.C.; Rooster Petroleum, LLC; and Rooster Oil & Gas, LLC. The debtors in these procedurally consolidated chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Rooster Energy, L.L.C. (7323); Rooster Energy Ltd. (9700); Rooster Petroleum, LLC (8665); Rooster Oil & Gas, LLC (8968); Probe Resources US Ltd. (0456); Cochon Properties, LLC (1694); and Morrison Well Services, LLC (9531).

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### **PLAN EXHIBIT AND PLAN SUPPLEMENTS**

Exhibit A	Glossary of Terms
Rooster Plan Supplement 4.2	Schedule of Selected Excluded Assets
Rooster Plan Supplement 4.6	Morrison Agreements
Rooster Plan Supplement 4.8	USSIC Bonds New Agreements
Rooster Plan Supplement 5.3(b)	New Corporate Governance Documents
Rooster Plan Supplement 5.3(c)	New Equity Ownership Schedule
Rooster Plan Supplement 5.8	Initial Directors and Officers
Rooster Plan Supplement 6.2	Schedule of Included Assets
Rooster Plan Supplement 6.3	Section 363 Asset Purchase Agreement
Rooster Plan Supplement 9.2	Rejected Executory Contracts and Rejected Unexpired Leases

This Joint Chapter 11 Plan (the “**Rooster Plan**”) is proposed by the following proponents (the “**Rooster Plan Proponents**”): (a) the debtors and debtors-in-possession, Rooster Energy, L.L.C. (case no. 17-50705), Rooster Petroleum, LLC (case no. 17-50708), and Rooster Oil & Gas, LLC (case no. 17-50709) (collectively, the “**Rooster Debtors**”); and (b) Corn Meal, LLC. The Rooster Plan Proponents are proponents of the Rooster Plan within the meaning of Bankruptcy Code section 1129. For a discussion of the Rooster Debtors’ history, businesses, results of operations, historical financial information, projections and properties, and for a summary and analysis of the Rooster Restructuring and the Rooster Plan, please refer to the accompanying Disclosure Statement, as the same may be amended from time to time (the “**Rooster Disclosure Statement**”). Agreements and documents that are referenced in the Rooster Plan or the Rooster Disclosure Statement will be available for review as part of the Rooster Plan Supplements.

## **ARTICLE 1**

### **DEFINED TERMS AND RULES OF INTERPRETATION**

**Section 1.1 Scope of Definitions.** All capitalized terms not defined elsewhere in the Rooster Plan have the meanings assigned to them in the Glossary of Defined Terms attached as **Exhibit A**. Capitalized terms used in the Rooster Plan that are not defined herein have the meanings ascribed to them in the Bankruptcy Code or the Bankruptcy Rules.

**Section 1.2 Interpretation, Application of Definitions and Rules of Construction.** Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and neuter. The word “will” shall be construed to have the same meaning and effect as the word “shall.” The rules of construction contained in Bankruptcy Code section 102 apply to the construction of the Rooster Plan. A term used that is not defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. The headings in the Rooster Plan are for convenience of reference only and do not limit or otherwise affect the provisions of the Rooster Plan.

**Section 1.3 Computation of Time.** Except as otherwise specifically provided in the Rooster Plan, in computing any period of time prescribed or allowed by the Rooster Plan, the provisions of Bankruptcy Rule 9006(a) apply.

**Section 1.4 Rooster Plan Supplements.** All Rooster Plan Supplements are incorporated into the Rooster Plan by reference and are a part of the Rooster Plan as if fully set forth in the Rooster Plan. The Rooster Plan Supplements will be approved by the Bankruptcy Court pursuant to the Rooster Confirmation Order. Holders of Claims and Equity Interests may inspect a copy of the Rooster Plan Supplements, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours or via the Voting Agent’s website at [www.donlinrecano.com/Clients/Rooster](http://www.donlinrecano.com/Clients/Rooster), or may obtain a copy of the Rooster Plan Supplements by a request to the Voting Agent as follows:



**By First Class Mail**

Donlin, Recano & Company, Inc.  
Attn: Rooster Energy, L.L.C., *et al.*  
P.O. Box 199043  
Brooklyn, NY 11219

**By Overnight or Hand Delivery**

Donlin, Recano & Company, Inc.  
Attn: Rooster Energy, L.L.C., *et al.*  
  
Brooklyn, NY 11219

**ARTICLE 2**  
**UNCLASSIFIED CLAIMS**

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims, Professional Compensation Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Equity Interests in Article 3 of the Rooster Plan.

**Section 2.1 Administrative Claim Bar Date.** The Rooster Confirmation Order shall set the Subsequent Administrative Claim Bar Date as the date that is thirty (30) days after the Rooster Effective Date, which is the last date by which Entities must have filed an application for allowance of Administrative Claims incurred after the Initial Administrative Claim Bar Date and on or before the Rooster Plan Effective Date against any Rooster Debtor or be forever barred from asserting such Claim.

**Section 2.2 Payment of Allowed Administrative Claims.** The treatment of Allowed Administrative Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(a) *Rooster Restructuring* . If the Rooster Restructuring Closing Date occurs, subject to the Initial Administrative Claim Bar Date and the Subsequent Administrative Claim Bar Date, unless otherwise agreed in a written agreement by and between the holder of an Administrative Claim and the Disbursing Agent, each holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim either (a) on the Rooster Restructuring Closing Date or as soon as practicable thereafter, or (b) if the Administrative Claim is not Allowed on or before the Rooster Restructuring Closing Date, within thirty (30) days after the date on which (i) an Order that Allows such Administrative Claim becomes a Final Order, or (ii) a Stipulation of Amount and Nature of Claim, in accordance with Section 7.4 of the Rooster Plan, is executed that Allows such Administrative Claim. Holders of Administrative Claims that are based on liabilities incurred in the ordinary course of the applicable Rooster Debtors' businesses (other than Claims of Governmental Units for taxes and for interest and/or penalties related to such taxes) shall not be required to file any request for payment of such Administrative Claims. Such Administrative Claims, unless objected to by the applicable Rooster Debtors or Disbursing Agent, shall be assumed and paid by the applicable Reorganized Rooster Debtor or Disbursing Agent, in Cash, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claim.

(b) *Section 363 Sale*. If the Section 363 Closing Date occurs, subject to the Initial Administrative Claim Bar Date and the Subsequent Administrative Claim Bar Date, unless otherwise agreed in a written agreement by and between the holder of an Administrative Claim

and the Section 363 Purchaser, each holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim either (a) on the Section 363 Sale Closing Date or as soon as practicable thereafter, or (b) if the Administrative Claim is not Allowed on or before the Section 363 Sale Closing Date, within thirty (30) days after the date on which (i) an Order that Allows such Administrative Claim becomes a Final Order, or (ii) a Stipulation of Amount and Nature of Claim, in accordance with Section 7.4 of the Rooster Plan, is executed that Allows such Administrative Claim.

(c) *Section 503(b)(9) Claims.* In either event, the avoidance of doubt, holders of Administrative Claims pursuant to Bankruptcy Code section 503(b)(9) shall be required to file a proof of Administrative Claim on or before the Initial Administrative Claim Bar Date.

(d) *Ordinary Course Administrative Claims.* For the avoidance of doubt, any Administrative Claim in an amount less than \$10,000 shall be deemed ordinary course, and any Administrative Claim in an amount greater than \$10,000 shall be deemed not ordinary course.

(e) *Cure Claims.* For the further avoidance of doubt, Allowed Cure Claims will be paid in accordance with Section 9.4 of the Rooster Plan.

**Section 2.3 Professional Compensation Claims.** No later than the Subsequent Administrative Claim Bar Date, Professionals or other Entities asserting a Professional Compensation Claim for services rendered before the Rooster Plan Effective Date must file an application for final allowance of such Professional Compensation Claims. Objections to any Professional Compensation Claim, including any objections by the U.S. Trustee, must be filed by the later of sixty (60) days after the Rooster Plan Effective Date, and thirty (30) days after the filing of the applicable request for payment of the Professional Compensation Claim. Upon the Rooster Plan Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331, 363, and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the applicable Reorganized Rooster Debtors or Section 363 Purchaser may employ and pay any Professional without any further notice to or action, order, or approval of the Bankruptcy Court.

**Section 2.4 Corn Meal DIP Claim.** As part of the New Equity Consideration or Section 363 Consideration, as the case may be, on the Rooster Plan Effective Date, the Corn Meal DIP Claim shall be deemed satisfied, in full, and all Liens and security interests granted to secure the Corn Meal DIP Claim will be terminated and immediately released.

**Section 2.5 AG Adequate Protection Claims and AG DIP Lenders' Claims.** On the Rooster Plan Effective Date, the AG Adequate Protection Claims and the AG DIP Lenders' Claims shall be released and waived as to the Rooster Debtors, the Reorganized Rooster Debtors (if applicable), the Section 363 Purchaser (if applicable), and the Disbursing Agent, and their respective properties; provided, however, nothing in the Rooster Plan or Rooster Confirmation Order shall (a) waive or release any Lien held by the Administrative Agent on the Excluded Assets, or (b) waive or release any AG Adequate Protection Claims or AG DIP Lenders' Claims as to any Entity other than the Rooster Debtors.

**Section 2.6 Priority Tax Claims.** The treatment of Priority Tax Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(a) *Rooster Restructuring.* If the Rooster Restructuring Closing Date occurs, unless otherwise agreed in a written agreement by and between the holder of a Priority Tax Claim and the applicable Rooster Debtor or Reorganized Rooster Debtor, in full satisfaction of the holder's Priority Tax Claim, each holder of an Allowed Priority Tax Claim will be paid, at the sole option of the applicable Rooster Debtor, one of the following: (a) Cash in an amount equal to such holder's Allowed Priority Tax Claim on the later of the Rooster Plan Effective Date or when such Allowed Claim becomes due; (b) in accordance with Bankruptcy Code sections 511 and 1129(a)(9)(C), equal quarterly Cash payments in arrears in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at the rate(s) specified in, and in accordance with, applicable federal or state law, over a period through the fifth anniversary of the Petition Date, with the first such payment being made on the earlier of the Rooster Plan Effective Date or when such Allowed Claim becomes due; or (c) or upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Rooster Plan Effective Date, equal to such Allowed Priority Tax Claim, with all such payments attributable first to payment of the principal balance due on trust fund taxes.

(b) *Section 363 Sale.* If the Section 363 Closing Date occurs, unless otherwise agreed in a written agreement by and between the holder of a Priority Claim and the Section 363 Purchaser, in full satisfaction of the holder's Priority Tax Claim, each holder of an Allowed Priority Tax Claim will be paid Cash in an amount equal to such holder's Allowed Priority Tax Claim on the later of the Rooster Plan Effective Date or within five (5) Business Days from when such Allowed Claim becomes due.

**Section 2.7 U.S. Trustee Fees.** Notwithstanding anything to the contrary contained herein, on the Rooster Plan Effective Date, the Rooster Debtors will pay, in full, in Cash, any fees due and owing to the U.S. Trustee at the time of the Rooster Confirmation. On and after the Rooster Plan Effective Date, (a) if the Rooster Restructuring Closing Date occurs, the applicable Reorganized Rooster Debtor will be responsible for filing required post-confirmation reports and paying quarterly fees due to the U.S. Trustee for the Reorganized Rooster Debtors until the entry of a final decree in the Rooster Chapter 11 Cases or until the Rooster Chapter 11 Cases are dismissed, and (b) if the Section 363 Sale Date occurs, the Disbursing Agent for General Unsecured Claims will establish the U.S. Trustee Fees Reserve from the General Unsecured Claim Distribution Funds for the payment of estimated U.S. Trustee Fees, and the Disbursing Agents for the General Unsecured Claims shall be responsible for filing required post-confirmation reports and paying quarterly fees due to the U.S. Trustee for the Rooster Debtors until the entry of a final decree in the Rooster Chapter 11 Cases or until the Rooster Chapter 11 Cases are dismissed.

**ARTICLE 3**  
**CLASSIFICATION, ALLOWANCE AND VOTING**

Except for those Claims addressed in Articles 2 and 3 of the Rooster Plan, all Claims and Equity Interests are placed in the Classes described below. A Claim or Equity Interest is placed in a particular Class solely to the extent that the Claim or Equity Interest falls within the description of that Class, and the portion of a Claim or Equity Interest that does not fall within such description will be classified in another Class or Classes to the extent that such portion falls within the description of such other Class or Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to the Rooster Plan solely to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled before the Rooster Plan Effective Date.

**Section 3.1 Division of Claims and Equity Interests.** For all purposes, including organization, voting, the Rooster Confirmation and distributions pursuant to the Rooster Plan, except as otherwise provided herein, all Claims (except for Administrative Claims, Professional Compensation Claims, and Priority Tax Claims) and Equity Interests are classified as provided in this Article 3 of the Rooster Plan.

**Section 3.2 Classification of Claims and Equity Interests.** Below is a chart identifying Classes of Claims and Equity Interests against each of the Rooster Debtors, a description of whether each Class is Impaired, and each Class's voting rights with respect to the Rooster Plan.

<b>Class</b>	<b>Claim or Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1	<b>Other Priority Claims</b> Subclass 1a Rooster Energy Subclass 1b Rooster O&G Subclass 1c Rooster Petroleum	Unimpaired	No. Deemed to Accept.
2	<b>Notes Secured Claim</b> Subclass 2a Rooster Energy Subclass 2b Rooster O&G Subclass 2c Rooster Petroleum	Impaired	Entitled to Vote.
3	<b>Aspen Secured Claim</b> Subclass 3a Rooster Energy Subclass 3b Rooster O&G Subclass 3c Rooster Petroleum	Unimpaired	No. Deemed to Accept.
4	<b>Other Secured Claims</b> Subclass 4a Rooster Energy Subclass 4b Rooster O&G Subclass 4c Rooster Petroleum	Unimpaired	No. Deemed to Accept.
5	<b>General Unsecured Claims</b> Subclass 5a Rooster Energy Subclass 5b Rooster O&G Subclass 5c Rooster Petroleum	Impaired	Entitled to Vote.

6	<b>Notes Unsecured Claim</b> Subclass 6a Rooster Energy Subclass 6b Rooster O&G Subclass 6c Rooster Petroleum	Impaired	Entitled to Vote.
7	<b>K2 Subordinated Claim</b> Subclass 7a Rooster Energy Subclass 7b Rooster O&G Subclass 7c Rooster Petroleum	Impaired	Deemed to Reject; Not entitled to Vote.
8	<b>USSIC Bond Claims</b> Subclass 8a Rooster Energy Subclass 8b Rooster O&G Subclass 8c Rooster Petroleum	Impaired	Entitled to Vote.
9	<b>Contingent Claims against Rooster for Cochon Properties</b> Subclass 9a Rooster Energy Subclass 9b Rooster O&G Subclass 9c Rooster Petroleum	Impaired	Entitled to Vote.
10	<b>Intercompany Claims</b> Subclass 10a Rooster Energy Subclass 10b Rooster O&G Subclass 10c Rooster Petroleum	Unimpaired/ Impaired	Deemed to Accept or Deemed to Reject; Not entitled to Vote.
11	<b>Equity Interests in the Rooster Debtors</b> Subclass 11a Rooster Energy Subclass 11b Rooster O&G Subclass 11c Rooster Petroleum	Impaired	Deemed to Reject; Not entitled to Vote.

**Section 3.3 Nonconsensual Confirmation of the Rooster Plan.** The Rooster Plan Proponents intend to request confirmation of the Rooster Plan under Bankruptcy Code section 1129(b) with respect to any Impaired Class that has not accepted or is deemed to have rejected the Rooster Plan pursuant to Bankruptcy Code section 1126, including, but not limited to, Class 11 (Equity Interests).

**Section 3.4 Tabulation of Votes on a Non-Consolidated Basis.** All votes on the Rooster Plan will be tabulated on a non-consolidated basis by Class and by the Rooster Debtor for the purpose of determining whether the Rooster Plan satisfies Bankruptcy Code section 1129(a)(8) and (10).

**Section 3.5 Acceptance by Impaired Classes or Subclasses.** An Impaired Class or Subclass of Claims will have accepted the Rooster Plan if, not counting the vote of any holder designated under Bankruptcy Code section 1126(e), (a) the holders of at least two-thirds (2/3) in dollar amount of the Allowed Claims actually voting in such Class or Subclass have voted to accept the Rooster Plan, and (b) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class or Subclass have voted to accept the Rooster Plan.

**Section 3.6 Elimination of Vacant Classes or Subclasses.** To the extent applicable, any Class or Subclass that does not contain any Allowed Claims, or Allowed Claims that are temporarily Allowed for voting purposes under Bankruptcy Rule 3018 as of the date of commencement of the Rooster Confirmation Hearing, for all Rooster Debtors or for any particular Rooster Debtor, will be deemed to have been eliminated from the Rooster Plan for all Rooster Debtors or for such particular Rooster Debtor, as applicable, for purposes of voting to accept or reject the Rooster Plan and for determining whether such Class or Subclass has accepted or rejected the Rooster Plan pursuant to Bankruptcy Code section 1129(a)(8).

**Section 3.7 Deemed Acceptance If No Votes Cast.** If no holders of Claims eligible to vote in a particular Class or Subclass vote to accept or reject the Rooster Plan, the Rooster Plan will be deemed accepted by the holders of Claims in such Class or Subclass.

#### **ARTICLE 4**

#### **TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

Except for those Claims addressed in Articles 2 and 3 of the Rooster Plan, all Claims and Equity Interests are placed in the Classes described below. A Claim or Equity Interest is placed in a particular Class solely to the extent that the Claim or Equity Interest falls within the description of that Class, and the portion of a Claim or Equity Interest that does not fall within such description will be classified in another Class or Classes to the extent that such portion falls within the description of such other Class or Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to the Rooster Plan solely to the extent that such Claim (a) is an Allowed Claim in that Class or Subclass, and (b) is not paid, released, or otherwise settled before the Rooster Plan Effective Date.

All Claims against and Equity Interests in a particular Rooster Debtor are designated by Subclasses a through c for each of the three Rooster Debtors, as follows: Subclass a (Rooster Energy); Subclass b (Rooster O&G); and Subclass c (Rooster Petroleum).

#### **Section 4.1 Class 1 (Other Priority Claims) (Subclasses 1a through 1c).**

(a) *Classification.* Class 1 consists of the Other Priority Claims. Class 1 includes the following Subclasses: Rooster Energy (Subclass 1a); Rooster O&G (Subclass 1b); and Rooster Petroleum (Subclass 1c).

(b) *Treatment.* The treatment of Other Priority Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) If the Rooster Restructuring Closing Date occurs, except to the extent that the applicable Rooster Debtor or the Disbursing Agent and the holder of an Other Priority Claim agree, in writing, with to less favorable treatment, in full and final satisfaction of, and in exchange for, its Other Priority Claim, each holder of such Claim will receive one of the following: (i) payment in Cash in an amount equal to the Allowed amount of such Other Priority Claim as soon as practicable after the later of (A) the Rooster Plan Effective Date, and (B) fifteen (15) days after the date



when such Claim becomes an Allowed Other Priority Claim; or (ii) such other treatment that will render such Claim Unimpaired pursuant to Bankruptcy Code section 1124. The Cash necessary to pay Allowed Other Priority Claims will be funded, in whole or in part, by the New Equity Consideration.

(ii) Alternatively, if the Section 363 Closing Date occurs, except to the extent that the Section 363 Purchaser and the holder of an Other Priority Claim agrees, in writing, to less favorable treatment, in full and final satisfaction of, and in exchange for, its Other Priority Claim, each holder of such Claim will receive one of the following: (i) payment in Cash in an amount equal to the Allowed amount of such Other Priority Claim as soon as practicable after the later of (A) the Rooster Plan Effective Date, and (B) fifteen (15) days after the date when such Claim becomes an Allowed Other Priority Claim; or (ii) such other treatment that will render such Claim Unimpaired pursuant to Bankruptcy Code section 1124. The Cash necessary to pay Allowed Other Priority Claims will be funded by the Section 363 Consideration.

(c) *Voting.* Because Other Priority Claims are Unimpaired by the Rooster Plan, each holder of an Other Priority Claim is conclusively presumed to have accepted the Rooster Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Rooster Plan.

#### **Section 4.2 Class 2 (Notes Secured Claim) (Subclasses 2a through 2c).**

(a) *Classification.* Class 2 consists of the Notes Secured Claim. Class 2 includes the following Subclasses: Rooster Energy (Subclass 2a); Rooster O&G (Subclass 2b); and Rooster Petroleum (Subclass 2c).

(b) *Treatment.* On the Rooster Plan Effective Date, in full and final satisfaction of, and in exchange for, the Notes Secured Claim against the Rooster Debtors, (i) the applicable Rooster Debtors will execute those documents necessary to convey or assign to the Administrative Agent, for itself and on behalf of the Note Holders, the Selected Excluded Assets that are identified on the Schedule of Selected Excluded Assets, and (ii) except for any Liens on or security interests in the Excluded Assets, all Liens and security interests granted by the Rooster Debtors to secure the Notes will be terminated and immediately released. For the avoidance of doubt, nothing in the Rooster Plan or Rooster Confirmation Order shall waive or release the Notes Secured Claim as to any Entity other than the Rooster Debtors. The Schedule of Selected Excluded Assets will be filed as **Rooster Plan Supplement 4.2** no later than five (5) Business Days before the Voting Deadline.

(c) *Voting.* The Notes Secured Claim is Impaired by the Rooster Plan, and the holders the Notes Secured Claim are entitled to vote to accept or reject the Rooster Plan.

**Section 4.3    Class 3 (Aspen Secured Claim) (Subclass 5c only).**

- (a)    *Classification.* Class 3 consists of the Aspen Secured Claim.
- (b)    *Treatment.* The treatment of Aspen Secured Claim depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:
  - (i)    If the Rooster Restructuring Closing Date occurs, the Aspen Bonds will be Reinstated as of the Rooster Plan Effective Date.
  - (ii)    Alternatively, if the Section 363 Closing Date occurs, as of the Rooster Plan Effective Date, (A) the Section 363 Purchaser shall assume the Aspen Bonds, as the same may be modified by the USSIC Bonds New Agreements, and (B) the property that secures the Aspen Secured Claim shall be transferred, subject to the Lien that secures the Aspen Secured Claim, to the Section 363 Purchaser.
- (c)    *Voting.* Because the Aspen Secured Claim is Unimpaired by the Rooster Plan, Aspen is conclusively presumed to have accepted the Rooster Plan pursuant to Bankruptcy Code section 1126(f). Therefore, Aspen is not entitled to vote to accept or reject the Rooster Plan on account of the Aspen Secured Claim.

**Section 4.4    Class 4 (Other Secured Claims) (Subclasses 4a through 4c).**

- (a)    *Classification.* Class 4 consists of the Other Secured Claims. Class 4 includes the following Subclasses: Rooster Energy (Subclass 4a); Rooster O&G (Subclass 4b); and Rooster Petroleum (Subclass 4c).
- (b)    *Treatment.* The treatment of Other Secured Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:
  - (i)    If the Rooster Restructuring Closing Date occurs, except to the extent that a holder of an Other Secured Claim agrees, in writing, to less favorable treatment, in full and final satisfaction of, and in exchange for, its Other Secured Claim, each holder of an Other Secured Claim will receive, at the sole option of the applicable Rooster Debtor or Disbursing Agent, one of the following: (A) Cash equal to the full Allowed amount of such Claim; (B) Reinstatement of such Claim; (C) the return or abandonment to such holder of the Collateral that secures such Claim; or (D) such other treatment that will render such Claim Unimpaired pursuant to Bankruptcy Code section 1124. The Cash necessary to pay an Allowed Other Secured Claim will be funded, in whole or in part, by the New Equity Consideration.
  - (ii)    Alternatively, if the Section 363 Closing Date occurs, except to the extent that a holder of an Other Secured Claim agrees, in writing, to less



favorable treatment, in full and final satisfaction of, and in exchange for, its Other Secured Claim, each holder of an Other Secured Claim will receive, at the sole option of the Section 363 Purchaser, one of the following: (A) Cash equal to the full Allowed amount of such Claim; (B) the return or abandonment to such holder of the Collateral that secures such Claim; or (C) such other treatment that will render such Claim Unimpaired pursuant to Bankruptcy Code section 1124. The Cash necessary to pay Allowed Other Secured Claims will be part of the Section 363 Consideration.

(c) *Voting.* Because the Other Secured Claims are Unimpaired by the Rooster Plan, each holder of an Other Secured Claim is conclusively presumed to have accepted the Rooster Plan pursuant to Bankruptcy Code section 1126(f). Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Rooster Plan.

#### **Section 4.5    Class 5 (General Unsecured Claims (Subclasses 5a through 5c).**

(a) *Classification.* Class 5 consists of the General Unsecured Claims and, if so elected by the holder of a Class 9 Claim, as provided in Section 4.9 of the Rooster Plan, such holder's Contingent Claim against Rooster for Cochon Properties. Class 5 includes the following Subclasses: Rooster Energy (Subclass 5a); Rooster O&G (Subclass 5b); and Rooster Petroleum (Subclass 5c).

(b) *Treatment.* The treatment of General Unsecured Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) If the Rooster Restructuring Closing Date occurs, in full and final satisfaction of, and in exchange for, its General Unsecured Claim, each holder of an Allowed Class 5a Claim will receive such holder's Pro Rata share of the Rooster Energy General Unsecured Claim Distribution Fund, each holder of an Allowed Class 5b Claim will receive such holder's Pro Rata share of the Rooster O&G General Unsecured Claim Distribution Fund, and each holder of an Allowed Class 5c Claim will receive such holder's Pro Rata share of the Rooster Petroleum Unsecured Claim Distribution Fund.

(ii) Alternatively, if the Section 363 Closing Date occurs, in full and final satisfaction of, and in exchange for, its General Unsecured Claim, each holder of an Allowed Class 5a Claim will receive such holder's Pro Rata share of the Rooster Energy General Unsecured Claim Distribution Fund, each holder of an Allowed Class 5b Claim will receive such holder's Pro Rata share of the Rooster O&G General Unsecured Claim Distribution Fund, and each holder of an Allowed Class 5c Claim will receive such holder's Pro Rata share of the Rooster Petroleum Unsecured Claim Distribution Fund; provided, however, that the Disbursing Agent will establish the U.S. Trustee Fees Reserve from each of the General

Unsecured Claim Distribution Funds in accordance with Section 2.7 of the Rooster Plan.

(iii) In either event, the Cash necessary to fund the General Unsecured Claim Distribution Funds will be funded by the Section 363 Consideration or the New Equity Consideration, as the case may be, and shall be distributed to holders of Allowed General Unsecured Claims by the Disbursing Agent.

(iv) In either event, no distribution will be made on account of any Disputed General Unsecured Claim unless and until it becomes an Allowed General Unsecured Claim. Cash withheld for Disputed General Unsecured Claims will remain in the applicable Disputed General Unsecured Claim Reserve pending resolution of whether such Claim is Allowed or Disallowed.

(c) *Voting.* The General Unsecured Claims are Impaired by the Rooster Plan, and the holders of such Claims are entitled to vote to accept or reject the Rooster Plan.

**Section 4.6 Class 6 (Notes Unsecured Claim) (Subclasses 6a through 6c).**

(a) *Classification.* Class 6 consists of the Notes Unsecured Claim. Class 6 includes the following Subclasses: Rooster Energy (Subclass 6a); Rooster O&G (Subclass 6b); and Rooster Petroleum (Subclass 6c).

(b) *Treatment.* In full and final satisfaction of, and in exchange for the Notes Unsecured Claim against the Rooster Debtors, the Morrison Agreements will be executed. For the avoidance of doubt, nothing in the Rooster Plan or Rooster Confirmation Order shall waive or release the Notes as to any Entity other than the Rooster Debtors. The Morrison Agreements will be filed as **Rooster Plan Supplement 4.6.**

(c) *Voting.* The Notes Unsecured Claim is Impaired by the Rooster Plan, and holders of such Claims are entitled to vote to accept or reject the Rooster Plan.

**Section 4.7 Class 7 (K2 Subordinated Claim) (Subclasses 7a through 7c).**

(a) *Classification.* Class 7 consists of the K2 Subordinated Claim. Class 7 includes the following Subclasses: Rooster Energy (Subclass 7a); Rooster O&G (Subclass 7b); and Rooster Petroleum (Subclass 7c).

(b) *Treatment.* The treatment of K2 Subordinated Claim depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) If the Rooster Restructuring Closing Date occurs, based on the K2 Subordination, K2 will not receive any distribution on account of the K2 Subordinated Claim, and the K2 Subordinated Claim will be released and discharged as of the Rooster Plan Effective Date.

(ii) Alternatively, if the Section 363 Closing Date occurs, K2 will not receive any distribution on account of its K2 Subordination Claim.

(c) *Voting.* The holders of the K2 Subordinated Claim are conclusively deemed to have rejected the Rooster Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of the K2 Subordinated Claim are not entitled to vote to accept or reject the Rooster Plan.

**Section 4.8 Class 8 (USSIC Bond Claims) (Subclasses 8a through 8c).**

(a) *Classification.* Class 8 consists of the USSIC Bond Claims. Class 8 includes the following Subclasses: Rooster Energy (Subclass 8a); Rooster O&G (Subclass 8b); and Rooster Petroleum (Subclass 8c).

(b) *Treatment.* The USSIC Bonds New Agreements will be filed as **Rooster Plan Supplement 4.8**. The treatment of USSIC Bond Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) As of the Rooster Restructuring Closing Date, the applicable Reorganized Rooster Debtor will assume the USSIC Bonds Existing Agreements, as the same may be modified in the USSIC Bonds New Agreements.

(ii) Alternatively, as of the Section 363 Closing Date, the Section 363 Purchaser shall assume the USSIC Bonds Existing Agreements, as the same may be modified by the USSIC Bonds New Agreements.

(c) *Voting.* USSIC Bond Claims are Impaired, and holders of such Claims are entitled to vote to accept or reject the Rooster Plan.

**Section 4.9 Class 9 Contingent Claims against Rooster for Cochon Properties (Subclasses 9a through 9c).**

(a) *Classification.* Class 9 consists of the Claims against Rooster for Cochon Properties. Class 9 includes the following Subclasses: Rooster Energy (Subclass 9a); Rooster O&G (Subclass 9b); and Rooster Petroleum (Subclass 9c).

(b) *Treatment.* The treatment of Contingent Claims against Rooster for Cochon Properties depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) If the Rooster Restructuring Closing Date occurs, Contingent Claims against Rooster for Cochon Properties will not receive any distribution on account of the Contingent Claims against Rooster for Cochon Properties, and the Contingent Claims against Rooster for Cochon Properties will be released and discharged as of the Rooster Plan Effective Date.

(ii) In the alternative, if the Section 363 Closing Date occurs, Contingent Claims against Rooster for Cochon Properties will not receive any distribution on account of such Contingent Claims against Rooster for Cochon Properties.

(iii) In the further alternative, if the holder of a Claim in Class 9 objects to the proposed treatment in (i) or (ii) hereof, such holder's Contingent Claims against Rooster for Cochon Properties will be treated as an election to be treated as the holder of a General Unsecured Claim in Class 5, Section 4.5, of the Rooster Plan.

(c) *Voting.* The Intercompany Claims are Unimpaired or Impaired by the Rooster Plan (as applicable, depending on the election above), and holders Intercompany Claims are entitled to vote to accept or reject the Rooster Plan.

#### **Section 4.10 Class 10 (Intercompany Claims (Subclasses 10a through 10c))**

(a) *Classification.* Class 10 consists of the Intercompany Claims. Class 10 includes the following Subclasses: Rooster Energy (Subclass 10a); Rooster O&G (Subclass 10b); and Rooster Petroleum (Subclass 10c).

(b) *Treatment.* The treatment of Intercompany Claims depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) If the Rooster Restructuring Closing Date occurs, the Intercompany Claims either (A) reinstated; or (B) cancelled and released without any distribution on account of such Claims discharged, in each case (A) and (B) in a tax and business efficient manner acceptable to Corn Meal.

(ii) If the Section 363 Closing Date occurs, the Intercompany Claims will not receive any distribution on account of such Intercompany Claims, and the Intercompany Claims will be released and discharged as of the Rooster Plan Effective Date.

(c) *Voting.* The Intercompany Claims are Unimpaired or Impaired by the Rooster Plan (as applicable, depending on the election above), and holders Intercompany Claims are not entitled to vote to accept or reject the Rooster Plan, and are conclusively deemed to have accepted or reject the Rooster Plan (as applicable, depending on the election above) under Bankruptcy Code section 1126(g). Therefore, holders of Claims are not entitled to vote to accept or reject the Rooster Plan.

#### **Section 4.11 Class 11 (Equity Interests) (Subclasses 11a through 11c).**

(a) *Classification.* Class 11 consists of the Equity Interests in each of the Rooster Debtors. Class 11 includes the following Subclasses: Rooster Energy (Subclass 11a); Rooster O&G (Subclass 11b); and Rooster Petroleum (Subclass 11c).

(b) *Treatment.* The treatment of Equity Interests depends on whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs, as follows:

(i) As of the Rooster Restructuring Closing Date, the Equity Interests in each of the Rooster Debtors will not receive any distribution on account of their Equity Interests, and the Equity Interests will be cancelled and discharged, and will be of no further force or effect, whether or not surrendered for cancellation or otherwise.

(ii) Alternatively, as of the Section 363 Closing Date, there will be no distribution to the holders of Equity Interests on account of their Equity Interests.

(c) *Voting.* Equity Interests are Impaired by the Rooster Plan, and holders of Equity Interests are conclusively presumed to have rejected the Rooster Plan pursuant to Bankruptcy Code section 1126(g). Therefore, holders of Equity Interests are not entitled to vote to accept or reject the Rooster Plan.

## **ARTICLE 5**

### **MEANS FOR IMPLEMENTATION OF THE ROOSTER RESTRUCTURING**

**Section 5.1 The Rooster Restructuring, as opposed to the Section 363 Sale.** This Article 5 applies if the Rooster Restructuring Closing Date occurs, while Article 6 applies if the Section 363 Closing Date occurs.

**Section 5.2 The Rooster Section 363 Election.** Corn Meal, in its absolute discretion, may exercise the option to consummate the Rooster Restructuring as provided for in this Article of the Rooster Plan, or may exercise the Section 363 Election as provided for in Article 6 of the Rooster Plan. Notice of the Rooster Section 363 Election will be filed in the Rooster Chapter 11 Cases no later than five (5) Business Days before the Voting Deadline.

**Section 5.3 New Equity Consideration.** As of the Rooster Restructuring Closing Date, Corn Meal and other Entities in the CM Group will contribute the New Equity Consideration, and the following shall occur:

(a) *Cancellation of the Equity Interests.* On the Rooster Restructuring Closing Date, the Equity Interests in the Rooster Debtors will be cancelled, released and discharged, and the Rooster Debtors and the Reorganized Rooster Debtors will have no continuing obligations thereunder.

(b) *New Corporate Governance Documents.* As of the Rooster Restructuring Closing Date, each of the Reorganized Rooster Debtors will adopt the New Corporate Governance Documents. The New Corporate Governance Documents will be filed as **Plan Supplements 5.3(b).**

(c) *Issuance of New Equity.* In exchange for the New Equity Consideration, the New Equity will be issued as of the Rooster Restructuring Closing Date, and distributed to the Chet Morrison, or his designees, in accordance with the New Equity Ownership Schedule

that will be filed as **Rooster Plan Supplement 5.3(c)**. On the Rooster Restructuring Closing Date, shares of New Equity in each of the Reorganized Rooster Debtors will be duly authorized and validly issued, as soon as practicable thereafter, in accordance with the New Equity Ownership Schedule without any further corporate action.

(d) *Reinstatement of the Rooster Petroleum/CM Note.* In exchange for the New Equity Consideration, the Rooster Petroleum/CM Note will be Reinstated as of the Rooster Restructuring Closing Date.

**Section 5.4 Note Holders' Cash Collateral and the AG DIP Lenders' Cash Collateral.** None of the Note Holders' Cash Collateral or the AG DIP Lender's Cash Collateral may be used to pay any Claims or expenses of the Rooster Debtors, the Reorganized Rooster Debtors, the Disbursing Agent, the Section 363 Purchaser, or any of the foregoing Entities' directors, officers, Affiliates or owners, without the consent of the Administrative Agent, at the direction of the Requisite Note Holders; provided, however, for the avoidance of doubt, Aspen shall have the rights in Section 4.3 of the Rooster Plan as of the Rooster Plan Effective Date.

**Section 5.5 Exemption from Registration.** Pursuant to Bankruptcy Code section 1145, the offering, issuance, and distribution of the New Equity contemplated by the Rooster Plan shall be exempt from, among other things, the registration requirements of Securities Act section 5 and any other applicable law requiring registration before the offering, issuance, distribution, or sale of securities. Accordingly, the New Equity contemplated by the Rooster Plan will be freely tradable in the United States of America by the recipients thereof subject to (a) the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Securities Act section 2(a)(11), (b) compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of the New Equity, and (c) applicable regulatory approval.

**Section 5.6 Continued Corporate Existence and Vesting of Assets other than the Excluded Assets.** Except as otherwise provided in the Rooster Plan, as of the Rooster Restructuring Closing Date: (a) each Rooster Debtor will continue, as a Reorganized Rooster Debtor, to exist as a separate legal Entity, with all of the powers of such legal Entity under applicable law and without prejudice to any right to alter or terminate such existence (by merger, dissolution or otherwise) under applicable law; and (b) with the exception of the Excluded Asset, all property of each Rooster Estate, and any property acquired by each Rooster Debtor or Reorganized Rooster Debtor under the Rooster Plan will vest in each applicable Reorganized Rooster Debtor free and clear of all Claims, Liens, charges, other encumbrances, and Equity Interests. For the avoidance of doubt, on the Rooster Restructuring Closing Date, the applicable Rooster Debtors will convey the Selected Excluded Assets to the Administrative Agent, for itself and on behalf of the Note Holders, in accordance with Section 4.2 of the Rooster Plan.

If the Rooster Restructuring Closing Date occurs, on and after the Rooster Plan Effective Date, each Reorganized Rooster Debtor may operate its business and may use, acquire, and dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to restrictions expressly imposed by the Rooster Plan or the Rooster Confirmation Order, as well as the documents and instruments executed and delivered in connection therewith,



including the documents, exhibits, instruments, and other materials that comprise the Rooster Plan Supplement. Without limiting the foregoing, the Reorganized Rooster Debtors may pay the charges that they incur from and after the Rooster Restructuring Closing Date for Professional Compensation Claims, disbursements, expenses, or related support services (including fees relating to the preparation of Professional applications) without application to, or the approval of, the Bankruptcy Court.

**Section 5.7 Decommissioning, Asset Recovery and Related Work.** On or after the MWS/Cochon Plan Effective Date, the Administrative Agent, for itself and on behalf of the Note Holders, will not oppose the following Entities from conducting decommissioning, asset recovery and similar work related to asset of the Rooster Debtors and the Reorganized Rooster Debtors: Corn Meal; CMC; MEG; Chet Morrison; or their respective Affiliates (other than Cochon and MWS). Additionally, the Administrative Agent, for itself and on behalf of the Note Holders, will not oppose the funding of costs and expenses related to such work under the Corn Meal DIP Loan.

**Section 5.8 Directors and Officers of the Reorganized Rooster Debtors.** If the Rooster Restructuring Closing Date occurs, the initial directors and officers of the Reorganized Rooster Debtors will consist of the individuals listed on **Rooster Plan Supplement 5.8**. Each such director and officer will serve from and after the Rooster Restructuring Closing Date until his or her successor is duly elected and qualified or until his earlier death, resignation, disqualification or removal in accordance with the terms of the New Corporate Governance Documents and applicable state law

## **ARTICLE 6**

### **MEANS FOR IMPLEMENTATION OF THE SECTION 363 SALE**

**Section 6.1 The Section 363 Sale, as opposed to the Rooster Restructuring.** This Article 6 applies if the Section 363 Closing Date occurs, while Article 5 applies if the Rooster Restructuring Closing Date occurs.

**Section 6.2 Rooster Restructuring Election.** Instead of the Rooster Restructuring, Corn Meal or its designees may elect to purchase the Included Assets, pursuant to Bankruptcy Code section 363(b) and (f), in exchange for the Section 363 Consideration. Notice of the Rooster Restructuring Election will be filed in the Rooster Chapter 11 Cases no later than five (5) Business Days before the Voting Deadline. A Schedule of Included Assets will be filed as **Rooster Plan Supplement 6.2** on or before ten (10) Business Days before the Voting Deadline.

**Section 6.3 Section 363 Asset Purchase Agreement.** Except as otherwise provided in the Rooster Plan, in exchange for the Section 363 Consideration, the Rooster Debtors shall transfer the Included Assets to the Section 363 Purchaser, and such transfer shall be free and clear of all Liens, encumbrances, interests, and Claims, including, but not limited to, any Liens that secure the Notes Claim or the K2 Subordinated Claims. The Section 363 Sale shall be governed by the Section 363 Asset Purchase Agreement that will be filed as **Rooster Plan Supplement 6.3**.

**Section 6.4 Assumption of the Rooster Petroleum/CM Note.** The Section 363 Purchaser will assume the Rooster Petroleum/CM Note on the Section 363 Closing Date.

## **ARTICLE 7**

### **PROCEDURES FOR RESOLVING OR ESTIMATING CLAIMS**

**Section 7.1 Application of Article 7.** This Article 7 applies regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs.

**Section 7.2 Allowance of Claims.** Except as expressly provided in the Rooster Plan or in any order entered in the Rooster Chapter 11 Cases before the Rooster Plan Effective Date (including, without limitation, the Rooster Confirmation Order), no Claim will become an Allowed Claim unless and until such Claim is deemed an Allowed Claim under the Rooster Plan or the Bankruptcy Code or a Final Order has been entered allowing such Claim, including, without limitation, the Rooster Confirmation Order. For the avoidance of doubt, no Released Rooster Claim shall be an Allowed Claim.

**Section 7.3 Objections to Claims.** Before the Rooster Plan Effective Date, the applicable Rooster Debtor will have the authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under the Rooster Plan. From and after the Rooster Plan Effective Date, the applicable Disbursing Agent will have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under the Rooster Plan. Any objections to Claims (other than Administrative Expense Claims) will be served and filed on or before the later of (a) the date that is 180 days after the Rooster Plan Effective Date, and (b) such other date as may be fixed by the Bankruptcy Court. Any Claims filed after the Bar Date or Administrative Bar Date, as applicable, will be deemed Disallowed and expunged in their entirety without further Order of the Bankruptcy Court or any action being required on the part of the applicable Disbursing Agent, unless the Entity seeking to file such untimely Claim has received the Bankruptcy Court's authorization to do so.

**Section 7.4 Stipulation Regarding the Amount and Nature of the Claim.**

(a) *Before the Rooster Plan Effective Date.* Before the Rooster Plan Effective Date, the holder of a Claim and the applicable Rooster Debtor may enter into a Stipulation Regarding the Amount and Nature of the Claim, which will be subject to Bankruptcy Court approval, after notice and hearing.

(b) *From and after the Rooster Plan Effective Date.* From and after the Rooster Plan Effective Date, the holder of a Claim and the applicable Disbursing Agent may enter into a Stipulation Regarding the Amount and Nature of Claims, which will be effective upon execution, without Bankruptcy Court approval.

**Section 7.5 Insured Claims.** Holders of Claims that are covered by a Rooster Debtor's insurance policy will seek payment of such Claims from applicable insurance policy, provided that the Disbursing Agent will have no obligation to pay any amounts in respect of pre-petition deductibles. No distributions under the Rooster Plan will be made on account of an Allowed Claim that is payable pursuant to one of the Rooster Debtor's insurance policies until



the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Rooster Debtor's insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction or settled in accordance with the applicable insurer's reasonable business judgment in consultation with the applicable Disbursing Agent), then, immediately upon such insurers' agreement, the Disbursing Agent may direct the Clerk of Court to expunge such Claim from the Claims Register to the extent of any agreed-upon satisfaction without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

**Section 7.6 Estimation.** Before or after the Rooster Plan Effective Date, the Rooster Debtors or the applicable Disbursing Agent, as applicable, may (but are not required to) request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to Bankruptcy Code section 502(c), or (b) any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c), for any reason, regardless of whether the Rooster Debtors or the applicable Disbursing Agent, as applicable, have previously 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, including during proceedings concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Claim, such estimated amount will constitute (a) the Allowed amount of such Claim, (b) the amount on which a reserve is to be calculated for purposes of any reserve required for distributions under the Rooster Plan, or (c) a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes the maximum limitation on such Claim, the applicable Disbursing Agent may elect to object to any ultimate allowance of such Claim. The aforementioned objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another.

## **ARTICLE 8**

### **PROVISIONS GOVERNING DISTRIBUTIONS**

**Section 8.1 Application of Article 8.** This Article 8 applies regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs.

**Section 8.2 Distributions as of the Rooster Plan Effective Date.** Except as otherwise provided in the Rooster Plan, distributions to be made on the Rooster Plan Effective Date to holders of Allowed Claims will be deemed made on the Rooster Plan Effective Date if made on the Rooster Plan Effective Date or as promptly thereafter as is practicable, but in any event within thirty (30) days after the Rooster Plan Effective Date, unless (a) such Claim is a Cure Claim associated with an Executory Contract or Unexpired Lease to be assumed pursuant to the Rooster Plan about which there is dispute, in which case the paying on account of such Claim will be made in accordance with Section 9.4 of the Rooster Plan, or (b) such distribution is returned to the applicable Disbursing Agent as undeliverable in accordance with Section 8.4 of the Rooster Plan.

**Section 8.3 Delivery of Distributions.** The applicable Disbursing Agent will make distributions to the holders of Allowed Claims.

#### **Section 8.4    Undeliverable Distributions.**

(a)    *No Further Attempts at Delivery.* If a distribution to the holder of a Claim is returned as undelivered to the applicable Disbursing Agent, unless and until the applicable Disbursing Agent is notified in writing of the holder's then current address: (i) such undeliverable distributions will remain in the possession of the applicable Disbursing Agent and no further attempt will be made to deliver such distribution; and (ii) no attempt will be made to deliver subsequent distributions to such holder.

(b)    *Forfeiture.* Any holder of a Claim that does not assert a claim for an undeliverable distribution by delivering to the applicable Disbursing Agent a written notice setting forth such holder's then current address within one hundred and eighty (180) days after the later of (i) the Rooster Plan Effective Date, and (ii) the last date on which a distribution was deliverable to the holder, will have its claim for undeliverable distributions discharged and will be forever barred from asserting such claim or any claim for subsequent distributions against the applicable Disbursing Agent or their respective properties.

(c)    *No Requirement to Attempt to Locate Holders.* Nothing contained in the Rooster Plan will require the applicable Disbursing Agent, the Rooster Debtors, the Reorganized Rooster Debtors, or the Section 363 Purchaser to attempt to locate any holder of a Claim.

**Section 8.5    Cash Payments.** Except as otherwise provided in the Rooster Plan, Cash payments made pursuant to the Rooster Plan will be in United States currency by checks drawn on the account of the applicable Disbursing Agent, or by wire transfer from a domestic bank. If a check included in a distribution to a holder of an Allowed Claim is not cashed within one hundred and eighty (180) days of the issuance thereof, the applicable Disbursing Agent will void such check and such distribution will be treated as undeliverable as provided in Section 8.4 of the Rooster Plan.

#### **Section 8.6    Distribution Record Date.**

(a)    *Allowed Claims.* Except as otherwise provided in the Rooster Plan, the applicable Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Claim that occurs after the Distribution Record Date, and will be entitled for all purposes herein to recognize and make distributions only to those holders of Claims that are holders of such Claims as of the Distribution Record Date.

(b)    *Pending Transfers.* Except as otherwise provided in a Final Order, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 before the Distribution Record Date will be treated as holders of such Claims for all purposes, notwithstanding the expiration of any period provided by Bankruptcy Rule 3001 for objection to such a transfer before the Distribution Record Date.

**Section 8.7    Objections to Claims.** Except insofar as a Claim is Allowed under the Rooster Plan, the applicable Disbursing Agent may object to any Claim that was not previously Allowed by a Final Order. Any such objection will be filed and served by the Claims Objection

Deadline. Any Claims not objected to by the Claims Objection Deadline will be deemed Allowed unless such period is extended after approval from the Bankruptcy Court.

**Section 8.8 De Minimis Distributions.** No distribution will be made by the applicable Disbursing Agent on account of an Allowed Claim if the amount to be distributed to the specific holder of such an Allowed Claim has an economic value of less than \$50.00.

**Section 8.9 Special Provisions Regarding Unimpaired and Reinstated Claims and Reservation of Setoff Rights.** Except as otherwise specifically provided in the Rooster Plan, (a) if the Restructuring Closing Date occurs, nothing herein will be deemed to affect, diminish, or impair the Rooster Debtors', the Reorganized Rooster Debtors', the applicable Disbursing Agent's, or the Section 363 Purchaser's rights and defenses, both legal and equitable, with respect to any Reinstated Claims or Unimpaired Claim, including, but not limited to, legal and equitable defenses to setoffs or recoupment against such Reinstated Claims or Unimpaired Claims, or (b) if the Section 363 Sale Date occurs, nothing herein will be deemed to affect, diminish, or impair the Section 363 Purchaser's rights and defenses, both legal and equitable, with respect to any Reinstated Claims or Unimpaired Claim, including, but not limited to, legal and equitable defenses to setoffs or recoupment against such Reinstated Claims or Unimpaired Claims

**Section 8.10 No Post-Petition Interest on Claims.** Other than as specifically provided in the Rooster Plan, the Rooster Confirmation Order, or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law, post-petition interest shall not accrue or be paid on any pre-petition Claim, and no holder of a pre-petition Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

**Section 8.11 Withholding and Reporting Requirements Regarding Distributions.**

(a) *Allowed Claims.* In connection with distributions to holders of Allowed General Unsecured Claims, (i) the applicable Disbursing Agent will comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities, (ii) all such distributions shall be subject to such withholding and reporting requirements, (iii) the applicable Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirement, and (iv) the applicable Disbursing Agent has the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the applicable Disbursing Agent for payment of any such tax obligations. Additionally, the applicable Disbursing Agent may require, as a condition to the receipt of a distribution, that the holder of an Allowed Claim complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If such holder fails to comply with such request within six (6) months, such distribution shall be deemed an unclaimed distribution, shall revert to the applicable Disbursing Agent, and such holder shall be forever barred from asserting any such Allowed Claim against the applicable Disbursing Agent, the Rooster Debtors, the Reorganized Rooster Debtors, the Section 363 Purchaser, or their respective properties.

(b) *Tax Obligations.* Notwithstanding the foregoing, each holder of an Allowed Claim other than that is to receive a distribution hereunder shall have the sole and exclusive

responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such distribution.

**Section 8.12 Saturdays, Sundays, or Legal Holidays.** If any payment, distribution or act under the Rooster 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, and will be deemed to have been completed as of the required date.

## **ARTICLE 9**

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**Section 9.1 Application of Article 9.** The provisions set forth in this Article 9 apply regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs.

**Section 9.2 Executory Contracts or Unexpired Leases to Be Rejected or Assumed.**

(a) *Generally.* Except as otherwise provided in the Rooster Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Rooster Plan, each Executory Contract or Unexpired Lease that is listed on **Rooster Plan Supplement 9.2** will be deemed rejected pursuant to Bankruptcy Code section 365. The Rooster Confirmation Order will constitute an Order approving each such rejection, pursuant to Bankruptcy Code section 365 as of the Rooster Plan Effective Date; provided, however, the Rooster Plan Proponents reserve the right to amend Rooster Plan Supplement 9.2 to (i) delete any Executory Contract or Unexpired Lease listed therein, thus providing for its assumption pursuant to Section 9.2(b) of the Rooster Plan, or (ii) add any Executory Contract or Unexpired Lease thereto, thus providing for its rejection pursuant to this Section 9.2(a) of the Rooster Plan. The Rooster Plan Proponents will provide notice of any amendments to Rooster Plan Supplement 9.2 to the parties to the Executory Contracts or Unexpired Leases affected thereby. Such notice be sent by overnight delivery or telecopy, and will include a Ballot and a form for filing a Proof of Claim.

(b) *Approval of Assumptions.* The Rooster Confirmation Order will constitute an Order, effective as of the Rooster Plan Effective Date, approving the assumption of each Executory Contract and Unexpired Lease that is not rejected pursuant to Section 9.1(a) of the Rooster Plan, pursuant to Bankruptcy Code section 365, as of the Rooster Plan Effective Date. An Order entered on or before the Rooster Confirmation Date will specify the procedures for providing notice to each counterparty whose Executory Contract or Unexpired Lease is being assumed pursuant to the Rooster Plan of: (i) the Executory Contract or Unexpired Lease being assumed; (ii) the Cure Claim that must be paid for such assumption, as determined by the applicable Rooster Debtor; (iii) the procedures for such party to object to the assumption of the applicable contract or lease or the amount of the proposed Cure Claim; and (iv) to whom the applicable contract or lease will be assigned pursuant to Section 9.5 of the Rooster Plan.

The only adequate assurance of future performance will be the promise of the applicable Reorganized Rooster Debtor or Section 363 Purchaser to perform all obligations under the applicable assumed Executory Contract or Unexpired Lease.

**ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE ROOSTER PLAN OR OTHERWISE WILL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE ANY OF THE APPLICABLE ROOSTER DEBTORS OR REORGANIZED ROOSTER DEBTORS (IF THE ROOSTER RESTRUCTURING CLOSING DATE OCCURS, OR THE SECTION 363 PURCHASER (IF THE SECTION 363 CLOSING DATE OCCURS), ASSUMES SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED WILL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.**

**Section 9.3 Bar Date for Rejection Damages.** Notwithstanding anything in the Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease pursuant to Section 9.2 of the Rooster Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim will be forever barred and will not be enforceable against the Rooster Debtors, the Reorganized Rooster Debtors (if the Rooster Restructuring Closing Date occurs), the Section 363 Purchaser (if the Section 363 Closing Date occurs), the Disbursing Agent, or their respective properties, unless a request for payment of Administrative Claim is filed and served on the applicable Disbursing Agent pursuant to the procedures specified in the Rooster Confirmation Procedures Order, the notice of the entry of the Rooster Confirmation Order.

**Section 9.4 Cure Claims.** At the election of the applicable Rooster Debtors or the Reorganized Rooster Debtors (if the Rooster Restructuring Closing Date occurs), or the Section 363 Purchaser (if the Section 362 Closing Date occurs), any monetary defaults under each Executory Contract and Unexpired Lease to be assumed under the Rooster Plan will be satisfied pursuant to Bankruptcy Code section 365(b)(1) in one of the following ways: (a) payment of the Cure Claim in Cash on or as soon as reasonably practicable following the occurrence of (i) thirty (30) days after the determination of the Cure Claim, and (ii) the Rooster Plan Effective Date or such other date as may be set by the Bankruptcy Court; or (b) on such other terms as agreed to by and between (a) the non-Debtor counterparty to such Executory Contract or Unexpired Lease, and (b) the applicable Rooster Debtors or the Reorganized Rooster Debtors (if the Rooster Restructuring Closing Date occurs), or the Section 363 Purchaser (if the Section 363 Closing Date occurs).

In the event of a dispute pertaining to assumption, the Cure Claim payments required by Bankruptcy Code section 365(b)(1) will be made following the entry of a Final Order that



resolves the dispute and approves the assumption. No later than the Rooster Plan Supplement Filing Date, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the applicable Rooster Debtors or the Reorganized Rooster Debtors (if the Rooster Restructuring Closing Date occurs), or the Section 363 Purchaser (if the Section 362 Closing Date occurs), will provide notices (in form and substance reasonably satisfactory to the Rooster Plan Proponents) of the proposed assumption and proposed Cure Claims to each applicable contract and lease counterparties, together with procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by any counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Claim must be filed, served, and actually received by the Rooster Debtors by the date on which objections to the Confirmation of the Rooster Plan are due (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim will be deemed to have assented to such assumption and the applicable Cure Claim.

### **Section 9.5    Assignments.**

(a)    *If the Rooster Restructuring Closing Date Occurs.*    If the Rooster Restructuring Closing Date occurs, with the exception of the Selected Excluded Assets that are Executory Contracts or Unexpired Leases, any Executory Contract or Unexpired Lease assumed hereunder or otherwise will be deemed assigned to the applicable Reorganized Rooster Debtor pursuant to Bankruptcy Code section 365 as of the Rooster Restructuring Closing Date. If an objection to a proposed assignment or Cure Claim is not resolved in favor of the Rooster Debtors before the Rooster Plan Effective Date, the applicable Executory Contract or Unexpired Lease may be designated by the Rooster Debtors or the Reorganized Rooster Debtors for rejection within five (5) Business Days of the entry of the Order resolving the matter against the applicable Rooster Debtor or Reorganized Rooster Debtor. Such rejection will be deemed effective as of the Rooster Plan Effective Date.

(b)    *If the Section 363 Sale Date occurs.*    Alternatively, if the Section 363 Closing Date occurs, with the exception of the Selected Excluded Assets that are Executory Contracts or Unexpired Leases, any Executory Contract or Unexpired Lease to be assumed hereunder or otherwise will be deemed assigned to the Section 363 Purchaser pursuant to Bankruptcy Code section 365 as of the Section 363 Sale Closing Date. If an objection to a proposed assignment or Cure Claim is not resolved in favor of the Section 363 Purchaser before the Rooster Plan Effective Date, the applicable Executory Contract or Unexpired Lease may be designated by the Section 363 Purchaser for rejection within five (5) Business Days of the entry of the Order resolving the matter against the Section 363 Purchaser or Rooster Debtor. Such rejection will be deemed effective as of the Rooster Plan Effective Date.

**Section 9.6    Insurance Policies.**    Notwithstanding anything in the Rooster Plan to the contrary, all of the Rooster Debtors' insurance policies (including, but not limited to, the D&O Insurance Policies as provided in Section 11.15 of the Rooster Plan), together with any agreements, documents or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Rooster Plan. On the Rooster Plan Effective Date, the Rooster Debtors will be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

(a) *If the Rooster Restructuring Closing Date Occurs.* Notwithstanding anything to the contrary in the Rooster Disclosure Statement, the Rooster Plan, the Rooster Plan Supplements, the Rooster Confirmation Order, any other document related to any of the foregoing, or any other Order of the Bankruptcy Court, if the Rooster Restructuring Closing Date occurs: (a) on the Rooster Plan Effective Date, the Reorganized Rooster Debtors will assume all insurance policies issued to the Rooster Debtors and all agreements related thereto; (b) nothing in the Rooster Disclosure Statement, the Rooster Plan, the Rooster Plan Supplements or the Rooster Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) such insurance policies, except that, as of the Rooster Plan Effective Date, the Reorganized Rooster Debtors will become and remain liable for all of the Rooster Debtors' obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Rooster Plan Effective Date; (c) nothing in the Rooster Disclosure Statement, the Rooster Plan, Rooster Plan Supplements, the Rooster Confirmation Order, any other Order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the insurance policies and their right to seek payment or reimbursement from the Rooster Debtors (or after the Rooster Plan Effective Date, the Reorganized Rooster Debtors) or draw on any collateral or security therefor; and (d) insurers and third party administrators will not need to nor be required to give any bond, surety, or other security for the performance of their duties with respect to such distributions.

(b) *If the Section 363 Closing Date occurs.* Notwithstanding anything to the contrary in the Rooster Disclosure Statement, the Rooster Plan, the Rooster Plan Supplements, the Rooster Confirmation Order, any other document related to any of the foregoing, or any other Order of the Bankruptcy Court, if the Section 363 Closing Date occurs: (a) on the Rooster Plan Effective Date, all insurance policies issued to the Rooster Debtors and all agreements related thereto shall be assigned to the Section 363 Purchaser; (b) nothing in the Rooster Disclosure Statement, the Rooster Plan, the Rooster Plan Supplements or the Rooster Confirmation Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) such insurance policies, except that, as of the Rooster Plan Effective Date, the Reorganized Rooster Debtors will become and remain liable for all of the Rooster Debtors' obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Rooster Plan Effective Date; (c) nothing in the Rooster Disclosure Statement, the Rooster Plan, Rooster Plan Supplements, the Rooster Confirmation Order, any other Order alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by the insurance policies and their right to seek payment or reimbursement from the Rooster Debtors (or after the Rooster Plan Effective Date, the Reorganized Rooster Debtors) or draw on any collateral or security therefor; and (d) insurers and third party administrators will not need to nor be required to give any bond, surety, or other security for the performance of their duties with respect to such distributions.

**Section 9.7 Existing Benefits Agreements.** As of the Rooster Plan Effective Date, all Existing Benefits Agreements will be deemed rejected.

**Section 9.8 Retiree Benefits.** Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all "retiree benefits" (as that term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law.

**Section 9.9 Indemnification Provisions.** Notwithstanding anything herein to the contrary, as of the Rooster Plan Effective Date, the Indemnification Provisions belonging or owed to the Rooster Debtors' directors, officers, and employees (or the Rooster Estates of any of the foregoing) who served or were employed by the Rooster Debtors as of or after the Petition Date will be deemed to be, and will be treated as though they are, Executory Contracts, and the Rooster Debtors will assume the same pursuant to Bankruptcy Code section 365(a). Entry of the Rooster Confirmation Order will constitute the Bankruptcy Court's approval of the Rooster Debtors' assumption of the Indemnification Provision as of the Rooster Plan Effective Date.

**Section 9.10 Claims Incurred After the Rooster Plan Effective Date.** If the Rooster Restructuring Closing Date occurs, Claims incurred by the Rooster Debtors after the Rooster Plan Effective Date may be paid by the Reorganized Rooster Debtors in the ordinary course of business and without application for or Court approval, subject to any agreements with such holders of a Claim and applicable law.

**Section 9.11 Reservation of Rights.** Nothing contained in the Rooster Plan will constitute an admission by any Entity that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Rooster Debtor, Reorganized Rooster Debtor, Disbursing Agent or Section 363 Purchaser has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Rooster Debtors or the Reorganized Rooster Debtors, as applicable, will have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, in which case the deemed assumptions and rejections provided for in the Rooster Plan will not apply to such contract or lease.

## **ARTICLE 10**

### **CONDITIONS TO ROOSTER PLAN EFFECTIVE DATE**

#### **Section 10.1 Conditions to Plan Becoming Effective.**

The Rooster Plan will not be consummated, and the Rooster Plan Effective Date will not occur, until each of the following conditions has been satisfied or duly waived pursuant to Section 10.2 of the Rooster Plan:

- (a) No later than [•], the Rooster Confirmation Order will have been entered on the Docket in a form reasonably satisfactory to the Rooster Plan Proponents;
- (b) The Rooster Confirmation Order shall have become a Final Order and remains in full force and effect;
- (c) The MWS/Cochon Plan Effective Date shall have occurred; and
- (d) The Morrison Agreements shall have been executed.

**Section 10.2 Waiver of Conditions to the Rooster Plan Effective Date.** One or more of the conditions to Rooster Plan Effective Date may be waived, in whole or in part, with the



written consent of the Rooster Plan Proponents and the Administrative Agent, at the direction of the Requisite Note Holders.

**Section 10.3 Filing Notice of Occurrence of the Rooster Plan Effective Date.** The Reorganized Rooster Debtors will file a notice of occurrence of the Rooster Plan Effective Date within two (2) Business Days of the Rooster Plan Effective Date, and such Notice must state (a) that all conditions to the Rooster Plan becoming effective have been satisfied, and (b) the date of the Rooster Plan Effective Date.

**Section 10.4 Failure of Conditions.** In the event that one or more of the conditions specified in Section 10.1 of the Rooster Plan does not occur, or has not been waived as provided in Section 10.2 of the Rooster Plan, the Rooster Confirmation Order will be vacated, no distributions under the Rooster Plan will be made, and the Rooster Debtors and all holders of Claims and Equity Interests will be restored to the *status quo ante* as of the day immediately preceding the Rooster Confirmation Date as though the Rooster Confirmation Date never occurred.

## **ARTICLE 11**

### **EFFECT OF ROOSTER CONFIRMATION**

**Section 11.1 Application of Article 11.** The provisions set forth in Article 11 apply regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs.

**Section 11.2 Binding Effect.** Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Rooster Plan Effective Date, on and after the Rooster Confirmation Date, the provisions of the Rooster Plan shall bind any holder of a Claim against, or Equity Interest in, the Rooster Debtors and inure to the benefit of and be binding on such holder's respective successors and assigns, whether or not the Claim or Equity Interest of such holder is Impaired under the Rooster Plan, and whether or not such holder has accepted the Rooster Plan.

**Section 11.3 Discharge of Claims and Termination of Equity Interests if the Rooster Restructuring Closing Date Occurs.** If the Rooster Restructuring Closing Date occurs, pursuant to Bankruptcy Code section 1141(d), and except as otherwise specifically provided in the Rooster Plan or in any contract, instrument, or other agreement or document created or Reinstated pursuant to the Rooster Plan, the distributions, rights, and treatment that are provided in the Rooster Plan will be in complete satisfaction, discharge, and release of all Claims and termination of all Equity Interests in the Rooster Debtors arising on or before the Rooster Plan Effective Date, including, but not limited to, any interest accrued on Claims from and after the Petition Date. Except as provided in the Rooster Plan or Rooster Confirmation Order, as of the Rooster Plan Effective Date, Confirmation of the Rooster Plan will: (a) discharge the Rooster Debtors from all Claims or other debts and Equity Interests that arose on or before the Rooster Plan Effective Date, and all debts of the kind specified in Bankruptcy Code section 502(g), 502(h) or 502(i), whether or not (i) a Proof of Claim based on such debt is filed or deemed filed pursuant to Bankruptcy Code section 501, (ii) a Claim based on such debt is allowed pursuant to Bankruptcy Code section 502, or (iii) the holder of a Claim based on such debt has accepted the

Rooster Plan; and (b) terminate all Equity Interests in the Rooster Debtors and other rights of the holders thereof.

**Section 11.4 Term of Pre-Confirmation Injunctions or Stays.** Unless otherwise provided herein, all injunctions or stays arising prior to the Rooster Confirmation Date in accordance with Bankruptcy Code sections 105 or 362, or otherwise, and in existence on the Rooster Confirmation Date, shall remain in full force and effect until the Rooster Plan Effective Date.

**Section 11.5 Injunction.** Except as otherwise provided in the Rooster Plan or the Rooster Confirmation Order, as of the Rooster Confirmation Date, but subject to the occurrence of the Rooster Plan Effective Date, all Entities who have held, hold or may hold Claims against or Equity Interests in the Rooster Debtors are, with respect to any such Claims or Interests, permanently enjoined after the Rooster Confirmation Date from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Rooster Debtors, the Reorganized Rooster Debtors, the Section 363 Purchaser, the Rooster Estates, the applicable Disbursing Agent, or any of their respective properties, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Entities or any property of any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Rooster Debtors, the Reorganized Rooster Debtors, the Section 363 Purchaser, or the Rooster Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Entities, or any property of any such transferee or successor; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Rooster Debtors, the Reorganized Rooster Debtors, the Rooster Estates, the applicable Disbursing Agent, the Section 363 Purchaser, or any of their respective properties, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Entities; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Rooster Plan to the fullest extent permitted by applicable law; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Rooster Plan or Rooster Confirmation Order; provided, however, that nothing contained herein shall preclude such Entities from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the Rooster Plan and the Rooster Confirmation Order.

By accepting distributions pursuant to the Rooster Plan, each holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in this Section 11.5.

**Section 11.6 Rooster Debtors' Releases.**

(a) ***THE RELEASED ROOSTER CLAIMS AGAINST THE RELEASED PARTIES.*** PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE ROOSTER PLAN OR THE ROOSTER CONFIRMATION ORDER, FOR GOOD AND VALUABLE

CONSIDERATION, INCLUDING THE SERVICES OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS CONFIRMATION OF THE ROOSTER PLAN AND THE REORGANIZATION OF THE ROOSTER DEBTORS, AND THE IMPLEMENTATION OF THE ROOSTER PLAN, ON AND AFTER THE ROOSTER PLAN EFFECTIVE DATE, EACH OF THE ROOSTER DEBTORS, IN THEIR INDIVIDUAL CAPACITIES AND AS DEBTOR IN POSSESSION, AND THE REORGANIZED ROOSTER DEBTORS (IF THE ROOSTER RESTRUCTURING DATE OCCURS), SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED AND DISCHARGED THE RELEASED ROOSTER CLAIMS AGAINST THE RELEASED PARTIES; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED A RELEASE OF (I) CLAIMS RESULTING FROM FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT, (II) OBLIGATIONS UNDER THE ROOSTER PLAN OR THE MORRISON AGREEMENTS, (III) OBLIGATIONS UNDER ANY OTHER DEFINITIVE DOCUMENTATION RELATING TO ROOSTER RESTRUCTURING OR THE SECTION 363 ASSET PURCHASE AGREEMENT; OR (IV) ANY CLAIMS BASED ON, OR ARISING OUT OF, WORKING INTERESTS OWNED BY A CURRENT OR FORMER DIRECTOR, OFFICER OR EMPLOYEE OF A ROOSTER DEBTOR.

(b) ***THE RELEASED ROOSTER CLAIMS AND RELEASED MWS/COCHON CLAIMS AGAINST THE RELEASED AG PARTIES AND THE RELEASED MWS/COCHON PARTIES.*** PURSUANT TO BANKRUPTCY CODE SECTION 1123(B), AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE ROOSTER PLAN OR THE ROOSTER CONFIRMATION ORDER, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SERVICE OF THE RELEASED AG PARTIES TO FACILITATE THE EXPEDITIOUS CONFIRMATION OF THE ROOSTER PLAN AND THE REORGANIZATION OF THE ROOSTER DEBTORS, AND THE IMPLEMENTATION OF THE ROOSTER PLAN, ON AND AFTER THE ROOSTER PLAN EFFECTIVE DATE, EACH OF THE ROOSTER DEBTORS, IN THEIR INDIVIDUAL CAPACITIES AND AS DEBTOR IN POSSESSION, AND THE REORGANIZED ROOSTER DEBTORS (IF THE ROOSTER RESTRUCTURING DATE OCCURS), SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED, WAIVED AND DISCHARGED THE RELEASED ROOSTER CLAIMS AND THE RELEASED MWS/COCHON CLAIMS AGAINST THE RELEASED AG PARTIES AND THE RELEASED MWS/COCHON PARTIES; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED A RELEASE OF ANY (I) CLAIMS RESULTING FROM FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT, OR (II) OBLIGATIONS UNDER THE ROOSTER PLAN.

(c) *Settlement.* Entry of the Rooster Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases and will constitute the Bankruptcy Court's finding that the foregoing releases are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good-faith

settlement and compromise of the claims released; (iii) in the best interests of the Rooster Debtors and all holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; and (v) a bar to asserting any claims or Causes of Action against any of the Released Parties or the Released AG Parties.

**Section 11.7 Releases by the MWS/Cochon Debtors, MWS/Cochon Reorganized Debtors, and the Released AG Parties.**

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE ROOSTER PLAN OR THE ROOSTER CONFIRMATION ORDER, ON AND AFTER THE ROOSTER PLAN EFFECTIVE DATE, IN CONSIDERATION OF THE DISTRIBUTIONS UNDER THE ROOSTER PLAN AND OTHER RELEASES, AGREEMENTS, OR DOCUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THE ROOSTER PLAN, THE MWS/COCHON DEBTORS, THE MWS/COCHON REORGANIZED DEBTORS, AND THE RELEASED AG PARTIES, SHALL BE DEEMED TO HAVE CONSENTED TO THE ROOSTER PLAN FOR ALL PURPOSES AND THE RESTRUCTURING AND SECTION 363 SALE EMBODIED HEREIN, AND SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE ROOSTER DEBTORS, THE REORGANIZED ROOSTER DEBTORS, THE DISBURSING AGENT, THE SECTION 363 PURCHASER, THE RELEASED PARTIES, THE ROOSTER LTD. OFFICERS AND DIRECTORS, THE PROBE OFFICERS AND DIRECTORS, AND EACH OF THEIR RESPECTIVE RELATED ENTITIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 11.7 SHALL RELEASE ANY ENTITY FROM (A) ITS RESPECTIVE RIGHTS AND OBLIGATIONS UNDER THE ROOSTER PLAN, THE ROOSTER RESTRUCTURING, THE MORRISON AGREEMENTS, OR THE ROOSTER CONFIRMATION ORDER, OR (B) LIABILITY FOR (I) ANY ACT OR OMISSION BY SUCH ENTITY INCLUDED WITHIN THIS RELEASE THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION, IN A FINAL, NON-APPEALABLE JUDGMENT, TO CONSTITUTE FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, OR (II) CHET MORRISON WITH RESPECT TO THE CM/COCHON NOTE, EXCEPT AS SET FORTH IN SECTION [•] OF THE MWS/COCHON PLAN.

**Section 11.8 Releases by Claim Holders.**

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE ROOSTER PLAN OR THE ROOSTER CONFIRMATION ORDER, ON AND AFTER THE ROOSTER PLAN EFFECTIVE DATE, IN CONSIDERATION OF THE DISTRIBUTIONS UNDER THE ROOSTER PLAN AND OTHER RELEASES, AGREEMENTS, OR DOCUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THE ROOSTER PLAN, HOLDERS OF CLAIMS (OTHER THAN OTHER ROOSTER DEBTORS) (I) WHO ACCEPT OR ARE DEEMED TO ACCEPT THE ROOSTER PLAN OR (II) WHO ARE ENTITLED TO VOTE ON THE ROOSTER PLAN BUT WHO DO NOT INDICATE THAT THEY OPT OUT OF THIS RELEASE ON THEIR BALLOT, FOR THEMSELVES AND ON BEHALF OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE CONSENTED TO THE

**ROOSTER PLAN FOR ALL PURPOSES AND THE ROOSTER RESTRUCTURING OR ALTERNATIVE SECTION 363 SALE EMBODIED HEREIN, AND SHALL BE DEEMED HAVE CONSENTED TO THE ROOSTER PLAN FOR ALL PURPOSES, THE RESTRUCTURING AND THE ALTERNATIVE SECTION 363 SALE EMBODIED HEREIN, AND SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED EACH RELEASED PARTY AND EACH RELEASED AG PARTY FROM ANY AND ALL RELEASED ROOSTER CLAIMS AND RELEASED MWS/COCHON CLAIMS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 11.8 SHALL RELEASE ANY ENTITY FROM (A) ITS RESPECTIVE RIGHTS AND OBLIGATIONS UNDER THE ROOSTER PLAN, THE ROOSTER RESTRUCTURING, THE SECTION 363 ASSET PURCHASE AGREEMENT, THE ROOSTER CONFIRMATION ORDER, OR THE MWS/COCHON PLAN, OR (B) LIABILITY FOR ANY ACT OR OMISSION BY SUCH ENTITY THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION, IN A FINAL, NON-APPEALABLE JUDGMENT, TO CONSTITUTE FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

**Section 11.9 Exculpation.** From and after the Effective Date, the Rooster Debtors, the Reorganized Rooster Debtors (if applicable), the Section 363 Purchaser (if applicable), and the Disbursing Agent shall neither have nor incur any liability to, or be subject to any right of action by, any holder of a Claim or Equity Interest, or any other party in interest, or any of their respective employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Rooster Chapter 11 Cases, formulating, negotiating or implementing the Rooster Plan, the solicitation of acceptances of the Rooster Plan, the pursuit of approval of the Rooster Disclosure Statement, the confirmation of the Rooster Plan, the Rooster Plan Supplements, the consummation of the Rooster Plan, the administration of the Rooster Plan, or the property to be distributed under the Rooster Plan; provided, however, that the foregoing provision shall not apply to an act or omission that is determined by a Final Order of the Bankruptcy Court to have constituted willful misconduct or gross negligence. The Roosters Debtors, the Reorganized Rooster Debtors (if applicable), the Section 363 Purchaser (if applicable), and the Disbursing Agent shall be entitled to rely, in all respects, upon the advice of counsel with respect to their duties and responsibilities under the Rooster Plan and the Rooster Plan Supplements.

**Section 11.10 Injunction Related to Exculpation.** Any Entity that has held, holds or may hold any Claims exculpated pursuant to Section 11.9 of the Rooster Plan will be permanently enjoined from taking any of the following actions against the Rooster Debtors, the Reorganized Rooster Debtors (if applicable), the Section 363 Purchaser (if applicable), and the Disbursing Agent on account of such exculpated liabilities: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or Order; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien; (d) except as provided herein, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due any of the Rooster Debtors, the Reorganized Rooster Debtors (if applicable), the



Section 363 Purchaser (if applicable), or the Disbursing Agent; and (e) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Rooster Plan or the Rooster Plan Supplements.

**Section 11.11 Reservation and Retention of Causes of Action, Defenses of the Rooster Debtors, and Rights to Object to Claims.** Other than those Causes of Action expressly released under the Rooster Plan, Rooster Confirmation Order will have no impact upon, and will not render *res judicata*: (a) Causes of Action; or (b) any defenses the Rooster Debtors may have (including rights of setoff) in any action brought against it. Nothing in the Rooster Plan shall constitute a waiver, relinquishment or abandonment of any right, claim, Cause of Action, defense, or counterclaim that constitutes property of the Rooster Estates: (i) whether or not such right, claim, Cause of Action, defense, or counterclaim has been listed or referred to in the Rooster Plan, the Schedules, the Rooster Plan Supplement, or any other document filed with the Bankruptcy Court; (ii) whether or not such right, claim, Cause of Action, defense, or counterclaim is currently known to the Rooster Debtors; and (iii) whether or not a party in any litigation relating to such right, claim, Cause of Action, defense or counterclaim filed a proof of Claim in the Rooster Chapter 11 Cases, filed a notice of appearance or any other pleading or notice in the Rooster Chapter 11 Cases, voted for or against the Rooster Plan, or received or retained any consideration under the Rooster Plan. Without in any manner limiting the generality of the foregoing, notwithstanding any otherwise applicable principle of law or equity including, without limitation, any principles of judicial estoppel, *res judicata*, collateral estoppel, issue preclusion, or any similar doctrine, THE FAILURE TO LIST, DISCLOSE, DESCRIBE, IDENTIFY, OR REFER TO A RIGHT, CLAIM, CAUSE OF ACTION, DEFENSE, OR COUNTERCLAIM, OR POTENTIAL RIGHT, CLAIM, CAUSE OF ACTION, DEFENSE, OR COUNTERCLAIM, IN THE ROOSTER PLAN, THE SCHEDULES, THE ROOSTER PLAN SUPPLEMENT OR ANY OTHER DOCUMENT FILED WITH THE BANKRUPTCY COURT SHALL IN NO MANNER WAIVE, ELIMINATE, MODIFY, RELEASE OR ALTER ANY RIGHT OF THE APPLICABLE ROOSTER DEBTOR, REORGANIZED ROOSTER DEBTOR, DISBURSING AGENT, SECTION 363 PURCHASER, OR WITH RESPECT TO THE REPUBLIC PETROLEUM CAUSE OF ACTION, THE ADMINISTRATIVE AGENT, TO COMMENCE, PROSECUTE, DEFEND AGAINST SETTLE, AND REALIZE UPON ANY RIGHTS CLAIMS, CAUSES OF ACTION, DEFENSES, OR COUNTERCLAIMS THAT THE ROOSTER DEBTORS OR THE ROOSTER ESTATES HAVE, OR MAY HAVE, AS OF THE ROOSTER PLAN EFFECTIVE DATE.

Except as is otherwise expressly provided in the Rooster Plan or the Rooster Confirmation Order, nothing in the Rooster Plan or the Rooster Confirmation Order shall preclude or estop (i) the applicable Rooster Debtor, Reorganized Rooster Debtor, Disbursing Agent, Section 363 Purchaser or, with respect to the Republic Petroleum Cause of Action, the Administrative Agent) from bringing a subsequent action in a court or adjudicative body of competent jurisdiction, to enforce any or all of its or their respective rights in connection with the Causes of Action or assets of the Rooster Estates. Moreover, the failure to commence any of the Causes of Action before the Rooster Plan Effective Date shall not constitute *res judicata*, judicial or collateral estoppel with respect to any Cause of Action.

**Section 11.12 General Settlement of Claims.** Pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Rooster Plan, on the Rooster Plan Effective Date, the provisions of the Rooster Plan will constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Rooster Plan.

**Section 11.13 Retiree Benefits.** Notwithstanding anything to the contrary contained in the Rooster Plan, pursuant to Bankruptcy Code section 1129(a)(13), on and after the Rooster Plan Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, will continue to be paid in accordance with applicable law.

**Section 11.14 D&O Liability Insurance Policies.** Notwithstanding anything herein to the contrary, as of the Rooster Restructuring Closing Date, the D&O Liability Insurance Policies belonging or owed to the Rooster Debtors' directors, officers, and employees (or the Rooster Estates of any of the foregoing) who served or were employed by the Rooster Debtors prior to, as of, or after the Petition Date will be deemed to be, and will be treated as though they are, Executory Contracts, and the Rooster Debtors will assume (and assign to the applicable Disbursing Agent if necessary to continue such D&O Liability Insurance Policies in full force) such D&O Liability Insurance Policies pursuant to Bankruptcy Code section 365(a). Entry of the Rooster Confirmation Order will constitute the Bankruptcy Court's approval of the foregoing assumption of each such D&O Liability Insurance Policies.

**Section 11.15 Exemption from Certain Transfer Taxes.** Pursuant to Bankruptcy Code section 1146(c), the following will not be subject to a stamp Tax, real estate transfer Tax, sales or use Tax or similar Tax: (a) the creation of any mortgage, deed of trust, Lien or other security interest; (b) the making or assignment of any lease or sublease; (c) an transaction related to the Rooster Restructuring; or (d) the making or delivery of any deed, bill of sale or other instrument of transfer or assignment or any plan of merger, consolidation, liquidation or dissolution under, in furtherance of or in connection with the Rooster Plan.

**Section 11.16 No Substantive Consolidation.** Although the Rooster Plan is presented as a joint plan of reorganization, the Rooster Plan does not provide for substantive consolidation of the Rooster Estates, and on the Rooster Plan Effective Date, the Rooster Estates shall not be deemed to be substantively consolidated for any reason. Except as specifically set forth herein, nothing in the Rooster Plan shall constitute or be deemed to constitute an admission that any one or all the Rooster Debtors is subject to or liable for any Claims against any other Debtors.

**Section 11.17 Claims against Multiple Rooster Debtors.** A Claim against multiple Rooster Debtors will be treated as a separate Claim against each Rooster Debtor's Estate for all purposes including, but not limited to, voting and distribution; provided however, that no Claim will receive value in excess of 100% of the Allowed amount of such Claim.

**Section 11.18 Operations between the Rooster Confirmation Date and Rooster Plan Effective Date.** During the period from the Rooster Confirmation Date through and until the Rooster Plan Effective Date, the Rooster Debtors may continue to operate their businesses as debtors in possession, subject to all applicable orders of the Bankruptcy Court.

## **ARTICLE 12**

### **RETENTION OF JURISDICTION**

The provisions set forth in this Article 12 of the Rooster Plan apply regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs. Notwithstanding the entry of the Confirmation Order and the occurrence of the Rooster Plan Effective Date, on and after the Rooster Plan Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, or related to, the Rooster Chapter 11 Cases and the Rooster Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

- (a) resolve any matters related to (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which one or more of the Rooster Debtors or the Reorganized Rooster Debtors is party or with respect to which the Rooster Debtors or the Reorganized Rooster Debtors may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to Bankruptcy Code section 365; and (ii) any dispute regarding whether a contract or lease is or was executory or expired;
- (b) determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Rooster Plan Effective Date;
- (c) ensure that distributions to holders of Allowed Claims are accomplished as provided herein;
- (d) resolve disputes as to the ownership of any Claim;
- (e) Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and objections to the Secured or Unsecured status, priority, amount, or allowance of Claims;
- (f) enter and implement such orders as may be appropriate in the event the Rooster Confirmation Order is for any reason stayed, revoked, reversed, modified, or vacated;
- (g) issue such orders in aid of execution of the Rooster Plan, to the extent authorized by Bankruptcy Code section 1142;
- (h) consider any modifications of the Rooster Plan, to cure any defect or omission, or to reconcile any inconsistency in any Order, including the Rooster Confirmation Order;
- (i) hear and determine all applications for compensation and reimbursement of expenses of professionals under Bankruptcy Code sections 330, 331, and 503(b);



(j) hear and determine disputes arising in connection with the interpretation, implementation, consummation or enforcement of the Rooster Plan or Rooster Confirmation Order;

(k) hear and determine any issue for which the Rooster Plan requires a Final Order;

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

(m) hear and determine disputes arising in connection with compensation and reimbursement of expenses of professionals for services rendered during the period commencing on the Petition Date through and including the Rooster Plan Effective Date;

(n) hear and determine any Causes of Action preserved under the Rooster Plan;

(o) hear and determine any Bankruptcy Causes of Action preserved under the Rooster Plan;

(p) hear and determine any matter regarding the existence, nature, and scope of the Rooster Debtors' discharge, if applicable;

(q) hear and determine any matter, case, controversy, suit, dispute, or Cause of Action (i) regarding the existence, nature, and scope of the discharge, releases, injunctions, and exculpation provided under the Rooster Plan, and (ii) enter such orders as may be necessary or appropriate to implement such discharge, releases, injunctions, exculpations, and other provisions;

(r) enter a final decree closing the Rooster Chapter 11 Cases;

(s) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Rooster consummation or enforcement of the Rooster Plan;

(t) adjudicate any and all disputes arising from or relating to distributions under the Rooster Plan;

(u) enforce all orders previously entered by the Bankruptcy Court; and

(v) hear any other matter not inconsistent with the Bankruptcy Code.

For the avoidance of doubt, the Bankruptcy Court will not retain exclusive jurisdiction with respect to the New Corporate Governance Documents on or after the Rooster Plan Effective Date.

## **ARTICLE 13**

### **MISCELLANEOUS**

**Section 13.1 Application of Article 13.** The provisions set forth in this Article 13 of the Rooster Plan apply regardless of whether the Rooster Restructuring Closing Date occurs or the Section 363 Closing Date occurs.

**Section 13.2 Modification of the Rooster Plan.** Subject to the restrictions on modification set forth in Bankruptcy Code section 1127 and Bankruptcy Rules 2002 and 3019, the Rooster Plan Proponents reserve the right to alter, amend or modify the Rooster Plan before its substantial consummation of the Rooster Plan.

**Section 13.3 Revocation or Withdrawal of the Rooster Plan.** The Rooster Plan Proponents reserve the right to revoke or withdraw the Rooster Plan at any time before the Rooster Confirmation Date by filing a notice of withdrawal or revocation.

**Section 13.4 Plan Exhibit and Rooster Plan Supplements.** The Rooster Plan Exhibit and the Rooster Plan Supplements are incorporated by reference and are intended to be an integral part of this document as though fully set forth in the Rooster Plan.

**Section 13.5 Service of Certain Rooster Plan Supplements and Rooster Disclosure Statement Exhibits.** Because the Rooster Plan Supplement and exhibits to the Rooster Disclosure Statements are voluminous, not all of the Rooster Plan Supplements and exhibits to the Rooster Disclosure Statement will be served with copies of the Rooster Plan and the Rooster Disclosure Statement. Copies of the Rooster Plan Supplements and exhibits to the Rooster Disclosure Statement, once filed, (a) may be inspected in the Office of the Clerk of the Bankruptcy Court during normal business hours, (b) may be inspected via the Voting Agent's website at <https://www.donlinrecano.com/Clients/Rooster>, and (c) may be obtained by a request to the Voting Agent as follows:

#### **By First Class Mail**

Donlin, Recano & Company, Inc.  
Attn: Rooster Energy, L.L.C., *et al.*  
P.O. Box 199043  
Brooklyn, NY 11219

#### **By Overnight or Hand Delivery**

Donlin, Recano & Company, Inc.  
Attn: Rooster Energy, L.L.C., *et al.*  
Brooklyn, NY 11219

**Section 13.6 Creditors' Committee.** The Creditors' Committee will continue to exist until the Rooster Plan Effective Date.

**Section 13.7 Successors and Assigns.** The rights, benefits and obligations of any Entity named or referred to in the Rooster Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

**Section 13.8 Headings.** Headings are used in the Rooster Plan for convenience and reference only, and will not constitute a part of the Rooster Plan for any other purpose.

**Section 13.9 Governing Law.** Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Rooster Plan will be governed by, and construed and enforced as provided in the laws of the State of Louisiana.

**Section 13.10 Notices.** All notices, requests, elections or demands to or on the Reorganized Rooster Debtors and, if applicable, the Section 363 Purchaser will be in writing and will be deemed to have been given when received or, if mailed, three (3) days after the date of mailing provided such writing will have been sent by registered or certified mail, postage prepaid, return receipt requested, and sent to the following:

**To the Rooster Debtors:**

Jan M. Hayden  
Edward H. Arnold III  
201 St. Charles Ave., Suite 3600  
New Orleans, Louisiana 70170  
Telephone: (504) 566-5200  
Email: jhayden@bakerdonelson.com

**To the Corn Meal and, if applicable, the Section 363 Purchaser:**

Mark A. Mintz  
Laura F. Ashley  
Jones Walker LLP  
201 St. Charles Ave., 49th Floor  
New Orleans, Louisiana 70170  
Telephone: 504-582-8000  
Email: mmintz@joneswalker.com

**To the Administrative Agent:**

Louis M. Phillips  
Kelly Hart & Pitre LLP  
One American Place  
301 Main Street, Suite 1600  
Baton Rouge, LA 70825-0004  
Telephone: (225) 381-9643  
Email: louis.phillips@kellyhart.com

-and-

Paul E. Heath  
Vinson & Elkins LLP  
Trammell Crow Center  
2001 Ross Avenue, Suite 3700  
Dallas, Texas 75201-2975  
Telephone: (214)-220-7700

Email: pheath@velaw.com

**To the Creditors' Committee:**

David S. Rubin  
Kantrow, Spaht, Weaver & Blitzer (APLC)  
P. O. Box 2997  
Baton Rouge, LA 70821-2997  
Telephone: (225) 383-4703  
Email: drubin@kswb.com

-and-

George P. Angelich  
Arent Fox LLP  
1675 Broadway  
New York, NY 10019  
Telephone: (212) 484-3900  
Email: george.angelich@arentfox.com

**To the U.S. Trustee:**

Gail Bowen McCulloch  
300 Fannin, Suite 3196  
Shreveport, LA 71101  
Telephone: (318) 676-3550  
Fax: (318) 676-3212  
Email: gail.mcculloch@usdoj.gov

All notices and requests to holders will be sent to their last known addresses.

**Section 13.11 Conflicts.** The terms of the Rooster Plan will govern in the event of any inconsistency between the Rooster Plan and the Rooster Disclosure Statement. In the event of any inconsistency with the Rooster Plan and the Rooster Confirmation Order, the Rooster Confirmation Order will govern with respect to such inconsistency.

**Section 13.12 No Admissions.** Notwithstanding anything herein to the contrary, nothing contained in the Rooster Plan will be deemed an admission by any Entity with respect to any matter set forth herein.

Dated: As of October 23, 2017.

**ROOSTER ENERGY, L.L.C.**

By: /s/ Kenneth F. Tamplain, Jr.

Its: Chief Executive Officer

Name: Kenneth F. Tamplain, Jr.

**ROOSTER PETROLEUM, LLC**

By: /s/ Kenneth F. Tamplain, Jr.

Its: Chief Executive Officer

Name: Kenneth F. Tamplain, Jr.

**ROOSTER OIL & GAS, LLC**

By: /s/ Kenneth F. Tamplain, Jr.

Its: Chief Executive Officer

Name: Kenneth F. Tamplain, Jr.

**CORN MEAL, LLC**

By: /s/ Leroy F. Guidry, Jr.

Its: Chief Financial Officer

Name: Leroy F. Guidry, Jr.

**EXHIBIT A TO THE JOINT CHAPTER 11 PLAN,  
AND THE ACCOMPANYING DISCLOSURE STATEMENT,  
FOR ROOSTER ENERGY, L.L.C., ROOSTER PETROLEUM,  
LLC, AND ROOSTER OIL & GAS, LLC,  
DATED AS OF OCTOBER 23, 2017**

**GLOSSARY OF DEFINED TERMS**

{N3497250.1}

**“Administrative Agent”** means Angelo, Gordon Energy Servicer, LLC, as administrative agent and collateral agent, on behalf of itself and the Note Holders.

**“Administrative Claim”** means a Claim for costs and expenses of administration allowed under Bankruptcy Code section 503(b) and entitled to priority under Bankruptcy Code sections 507(a)(1), 504(b) or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Rooster Estates and operating the Rooster Debtors’ businesses; (b) Allowed Professional Claims; (c) U.S. Trustee Fees; and (d) the Cure Claims. For the avoidance of doubt, Administrative Claim does not include the Corn Meal DIP Claim.

**“Administrative Claim Bar Date”** means the date by which, except as otherwise provided in the Rooster Plan, all requests for payment of Administrative Claims are required to be filed with the Bankruptcy Court.

**“Administrative Claim Bar Date Order”** means the Order (which may be the Rooster Confirmation Order) establishing the Administrative Claim Bar Date.

**“Adequate Protection Escrow Agreement”** means the escrow agreement, pursuant to the Order approving the AG DIP Credit Agreement.

**“Adequate Protection Escrow Funds”** means any Cash, and the proceeds thereof, deposited by an Entity in the CM Group pursuant to the Order approving the AG DIP Credit Agreement.

**“Administrative Services Agreement”** means that certain agreement by and between (a) CMC and/or MEG, and (b) the MWS/Cochon Reorganized Debtors, pursuant to which CMC and/or MEG shall provide certain administrative services to the MWS/Cochon Reorganized Debtors. The Administrative Services Agreement shall be in form and substance acceptable to the parties thereto, and will be filed as **Rooster Plan Supplement 4.6**. The Administrative Services Agreement is one of the Morrison Agreements.

**“Adversary Proceeding”** means a proceeding defined in Bankruptcy Rule 7001.

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

**“AG Adequate Protection Claims”** means any superpriority administrative claims against the Rooster Debtors in favor of the Administrative Agent and the Note Holders as adequate protection, granted under the Note Holders’ Cash Collateral Order or the any Order authorizing the execution of the AG DIP Credit Agreement.

**“AG DIP Lenders’ Cash Collateral”** means the cash collateral defined in the AG DIP Credit Agreement, excluding (a) the Corn Meal JIB Accounts, (b) proceeds of and collections on the Corn Meal JIB Accounts, and (c) the Corn Meal JIB Deposit Account.



**“AG DIP Credit Agreement”** means that certain Debtor-in-Possession Credit Agreement, dated as of October 6, 2017, by and among MWS and Cochon, as borrowers, the AG DIP Lenders, as lenders, and Angelo, Gordon Energy Servicer, LLC, as agent.

**“AG DIP Lenders”** means lenders pursuant to AG DIP Credit Agreement.

**“Allowed”** means, with respect to any Claim, (a) following the Claims Objection Deadline, any Claim as to which no objection or request for estimation has been filed before the Claims Objection Deadline, (b) a Claim that has been expressly allowed by Final Order, including an Order approving a Stipulation of Amount and Nature of Claim before the Rooster Plan Effective Date, (c) a Claim that is allowed in a Stipulation of Amount and Nature of Claim with the Disbursing Agent, on and after the Rooster Plan Effective Date, (d) a Claim that is expressly allowed pursuant to the terms of the Rooster Plan, or (e) a Claim that is listed in the Schedules as liquidated, non-contingent, and undisputed. If a Claim is Allowed only in part, any provisions hereunder with respect to such Allowed Claim are applicable solely to the Allowed portion of such Claim; provided, however, that with respect to an Administrative Claim, **“Allowed Administrative Claim”** means an Administrative Claim as to which a timely request for payment has been made in accordance with Section 2.1 of the Rooster Plan, in each case as to which the Rooster Debtors or Disbursing Agent, as applicable, (i) have not interposed a timely objection, or (ii) have interposed a timely objection and such objection has been settled, waived through payment, withdrawn, or denied by a Final Order

**“Aspen”** means Aspen Insurance Company, as issuer of the Aspen Bonds.

**“Aspen Bonds”** means the surety bonds issued by Aspen related to oil and gas properties owned by certain of the Rooster Debtors, including the following bonds: SU46274; SU46251; SU46253; SU46256; SU46257; SU46258; and SU46252.

**“Aspen Secured Claim”** means the Secured Claim of Aspen related to the Aspen Bonds. The Aspen Secured Claim is treated in Class 3, Section 4.3, of the Rooster Plan.

**“Aspen Collateral”** means the Cash, in the amount of \$1,696,800, held by Aspen to partially secure the Aspen Bonds.

**“Ballot”** means the form to be distributed with the Rooster Disclosure Statement upon which holders of Impaired Claims that are entitled to vote shall, among other things, indicate their acceptance or rejection of the Rooster Plan.

**“Bankruptcy Causes of Action”** means all claims or causes of action of any of the Rooster Debtors against any and all third parties for the recovery of (a) transfers of Cash, offsets, debt forgiveness and other types or kinds of property, or the value thereof, recoverable exclusively pursuant to Bankruptcy Code sections 502, 544, 545, 547, 548, 549, 550 and 553, or otherwise applicable non-bankruptcy law, (b) any claims or causes of action of any of the Rooster Debtors for subordination under Bankruptcy Code section 510 or under other applicable laws, and (c) all claims or causes of action that arise under title 11 of the United States Code.

**“Bankruptcy Code”** means title 11 Bankruptcy Code section 101 *et seq.* of the United States Code, as amended from time to time.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, having jurisdiction over the Rooster Chapter 11 Cases, or if such court ceases to exercise jurisdiction over the Rooster Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Rooster Chapter 11 Cases.

**“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure as provided by the United States Supreme Court under Bankruptcy Code section 2075 of title 28 of the United States Code, and any Local Rules of the Bankruptcy Court.

**“Bar Date(s)”** means, as applicable: (a) the Governmental Unit Bar Date; (b) the Initial Administrative Claim Bar Date; (c) the Subsequent Administrative Claim Bar Date; (d) the Unsecured Claims Bar Date; (e) the Priority Claims Bar Date; or (f) any other date(s) fixed by order(s) of the Bankruptcy Court by which any Entity, including Governmental Units, asserting a Claim against any Rooster Debtor must have filed a Proof of Claim with the Bankruptcy Court against such Rooster Debtor or be forever barred from asserting such Claim.

**“Bar Date Order”** means the *Order Establishing Bar Dates for Filing Proofs of Claim and Interests and Approving Notice Procedures* (Docket No. 480).

**“Board of Directors”** means an individual member and collectively all members of any of the Rooster Debtors’ boards of directors.

**“BOEM”** means the Bureau of Ocean Energy Management.

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

**“Cash”** means legal tender of the United States of America and equivalents thereof.

**“Causes of Action”** means, without limitation, any and all actions, causes of action, Bankruptcy Causes of Action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, claims and demands whatsoever, whether known or unknown, in law, equity or otherwise, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the date of entry of the Rooster Confirmation Order.

**“Chet Morrison”** means Chester F. Morrison, Jr.

**“Claim”** has the same meaning set forth in Bankruptcy Code section 101(5).

**“Claims Objection Deadline”** means the first Business Day that is the later of (a) forty-five (45) days after the Rooster Plan Effective Date, or (b) such other later date the Bankruptcy

Court may establish upon a motion by a Debtor or the Reorganized Debtor and may be approved without a hearing and without notice to any party.

**“Claims Register”** means the official register of Claims that is maintained by the Clerk.

**“Class”** means a category of holders of Claims or Equity Interests classified Article 4 of the Rooster Plan.

**“Clerk”** means the Clerk of the Bankruptcy Court.

**“Closing”** means the closing of the Rooster Restructuring.

**“CM Group”** means Chester Morrison, CMC, MEG, and any of their respective Affiliates other than the Rooster Debtors, the MWS/Cochon Debtors, Rooster Ltd. or Probe.

**“CMC”** means Chet Morrison Contractors, LLC.

**“CM/Cochon Note”** means that certain promissory note, dated March 12, 2014, in the original principal amount of \$4,000,000, executed by Chet Morrison and made payable to the order of Cochon.

**“Cochon”** means Cochon Properties, LLC, a Louisiana limited liability company. The Equity Interests in Cochon are 100% owned by Rooster Ltd. For the avoidance of doubt, (a) Cochon also filed bankruptcy on the Petition Date (case no. 17-50706), and (b) is not a Rooster Debtor under the Rooster Plan.

**“Cochon Bonds”** means the surety bonds related to certain oil and gas properties of Cochon issued by USSIC pursuant to bond numbers B007276, B008092, B008093, B008094, and B008095.

**“Collateral”** means any property or interest in property of any Rooster Estate that is subject to a valid and enforceable Lien to secure a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable law.

**“Confirmation”** means the entry of an Order by the Bankruptcy Court confirming the Rooster Plan or the MWS/Cochon Plan, as applicable.

**“Contingent Claims against Rooster for Cochon Properties”** means USSIC's contingent and unliquidated Claims arising under indemnity and/or guaranty agreements executed by the Rooster Debtors that are related to oil and gas properties owned by Cochon.

**“Corn Meal”** means Corn Meal, LLC, one of the Rooster Plan Proponents, and the Corn Meal DIP Lender.

**“Corn Meal DIP Claim”** means the Claim arising out of and related to the Corn Meal DIP Loan.

**“Corn Meal DIP Credit Agreement”** means that certain DIP Credit Agreement, dated as of July 19, 2017, by and between the Rooster Debtors and the Corn Meal DIP Lender.

**“Corn Meal DIP Lender”** means Corn Meal, as lender under the DIP Loan Documents.

**“Corn Meal DIP Loan”** means the loan facility made available to the Rooster Debtors, pursuant to approved budgets, as set forth in the Corn Meal DIP Loan.

**“Corn Meal DIP Loan Order”** means the *Interim Order* (Docket No. 377) granting the *Rooster Debtors’ Emergency Motion for Interim and Final Order Pursuant to 11 U.S.C. §§105, 364, Fed. R. Bankr. P. Rule 4001(c) and Local Rule 4001(b), and (c) (i) Authorizing the Rooster Debtor Debtors to Obtain Postpetition Financing, (ii) Granting Related Relief, and (iii) Scheduling Final Hearing* (Docket Nos. 309 and 326).

**“Corn Meal JIB Accounts”** means any accounts receivable arising from and after the Petition Date from a working interest party that is for reimbursement of an expense funded by the Corn Meal DIP Lender.

**“Corn Meal JIP Deposit Account”** means the bank account into which is deposited the proceeds of Corn Meal JIP Accounts, without commingling with any proceeds of the Note Holders’ Cash Collateral.

**“Creditors’ Committee”** means the Official Committee of Unsecured Creditors of Rooster Petroleum, as appointed by the U. S. Trustee pursuant to Bankruptcy Code section 1102, as the same may be constituted from time to time.

**“Cure Claim”** means a Claim in an amount equal to all unpaid monetary obligations under an Executory Contract or Unexpired Lease assumed by the Rooster Debtors pursuant to Bankruptcy Code section 365, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

**“D&O Liability Insurance Policies”** means all insurance policies of any of the Rooster Debtors for directors,’ managers’ and officers’ liability.

**“Deficiency Claim”** means any portion of a Claim (a) to the extent the value of the holder’s interest in Rooster Estate property securing such Claim is less than the amount of such Claim, or (b) to the extent the amount of a Claim subject to setoff is less than the amount of the Claim, each as determined by the Bankruptcy Court under Bankruptcy Code section 506(a).

**“Department of Natural Resources”** means the State of Louisiana, Department of Natural Resources, Office of Mineral Resources.

**“Disallowed Claim”** means a Claim, or any portion thereof, that has been disallowed by a Final Order.

**“Disbursing Agent”** means (a) on and after the Rooster Restructuring Closing Date, either the Reorganized Rooster Debtors or an Entity designated by the Reorganized Rooster Debtors to act as a disbursing agent pursuant to the Rooster Plan, or (b) on and after the Section 363 Closing Date, either (i) an Entity designated by the Rooster Debtors to act as a disbursing agent to holders of Allowed Claims in Class 5 (General Unsecured Claims), or (ii) the Section 363 Purchaser acting as a disbursing agent to holders of Allowed Claims other than Allowed General Unsecured Claims in Class 5.

**“Disputed Claim”** means a Claim, or any portion thereof: (a) listed on the Schedules as unliquidated, disputed or contingent; (b) that is the subject of an objection or request for estimation filed or is otherwise disputed by any of the Rooster Debtors or any other party in interest in accordance with applicable law and which objection has not been withdrawn, resolved, or overruled by a Final Order; or (c) that is otherwise disputed by any of the Rooster Debtors or applicable Disbursing Agent, which dispute has not been withdrawn, resolved, or overruled by Final Order. Any Claim that is deemed Allowed pursuant the Rooster Plan will not be Disputed within the meaning of this definition.

**“Disputed General Unsecured Claims Reserves”** means the reserves of Cash retained by the Disbursing Agent to distribute to any Disputed General Unsecured Claim if, as, and when such General Unsecured Claim is Allowed, or, to the extent such Disputed General Unsecured Claim is Disallowed, to distribute to Allowed General Unsecured Claims in accordance with the Rooster Plan.

**“Distribution Record Date”** means the date for determining which holders of Claims are eligible to receive distributions under the Rooster Plan, and shall be the Voting Deadline or such other date as designated in an Order.

**“Docket”** means the docket in the Rooster Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court.

**“Document Website”** means the internet site with the address [www.donlinrecano.com/Clients/Rooster](http://www.donlinrecano.com/Clients/Rooster), at which the Rooster Plan, the Rooster Plan Exhibits, the Rooster Plan Supplements, the Rooster Disclosure Statement, the Rooster Disclosure Statement Order, and the Rooster Disclosure Statement exhibits will be available, without charge, to any party in interest and the public.

**“Entity”** means an Entity as such term is defined in Bankruptcy Code section 101(15).

**“Equity Interests”** means any equity security as such term is defined in Bankruptcy Code section 101(16).

**“Equity Interests in the Rooster Debtors”** means the Equity Interests Rooster Debtors, which are treated in Class 11, Section 4.11, of the Rooster Plan.

**“Exchange Act”** means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a, *et seq.*, as now in effect or hereafter amended, any rules and regulations promulgated thereunder, and any similar federal, state or local law.

**“Excluded Assets”** means the following property, owned by one or more of the Rooster Debtors: (a) the Selected Excluded Assets to be transferred or assigned to the Administrative Agent, for itself and the Note Holders, pursuant to Section 4.2 of the Rooster Plan; (b) the Equity Interests in Probe; (c) any property owned by Probe; and (d) the Republic Petroleum Cause of Action.

**“Executory Contract”** means a contract to which one or more of the Rooster Debtors is a party that is subject to assumption, assumption and assignment, or rejection under Bankruptcy Code section 365.

**“Existing Benefits Agreements”** means all employment, retirement, severance, indemnification, and similar or related agreements, arrangements, programs, and policies with the members of the Rooster Debtors’ employees, management, or directors as of the Petition Date.

**“Fee Order”** means the *Order* (Docket No. 336) granting the Rooster Debtors’ *Motion for Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (Docket No. 133).

**“Final Order”** means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the Docket in the Rooster Chapter 11 Cases, or on the docket of any other court, the operation or effect of which has not been stayed, reversed, or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing or leave to appeal has expired and as to which no appeal or petition for review or rehearing or leave to appeal was filed or, if filed, no appeal or petition for review or rehearing remains pending; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment will not cause such order or judgment not to be a Final Order.

**“General Unsecured Claim”** means an Unsecured Claim that is not an Administrative Claim, Professional Compensation Claim, Priority Tax Claim, Other Priority Claim, USSIC Bond Claim, Notes Unsecured Claim, K2 Subordinated Claim, Contingent Claim against Rooster for Cochon Properties, or Intercompany Claim. General Unsecured Claims are treated in Class 5, Section 4.5, of the Rooster Plan.



**“General Unsecured Claim Distribution Funds”** means the Rooster Energy General Unsecured Claim Distribution Fund, the Rooster O&G General Unsecured Claim Distribution Fund, and the Rooster Petroleum General Unsecured Claim Distribution Fund.

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

**“Governmental Unit Bar Date”** means the date that is the last date for filing applications for allowance of Claims by a Governmental Unit, which date is November 29, 2017.

**“Impaired”** means, with respect to any Claim or Equity Interest, that such Claim or Equity Interest is impaired within the meaning of Bankruptcy Code section 1124.

**“Included Assets”** means the assets of the Rooster Debtors to be sold to the Section 363 Purchaser as of the Section 363 Sale Closing Date, in accordance with the Section 363 Asset Purchase Agreement and the Rooster Plan, if the Section 363 Election is exercised. For the avoidance of doubt, the Included Assets do not include the Excluded Assets. The Included Assets will be identified in the Assets in the Schedule of Included Assets to be filed as **Rooster Plan Supplement 6.2**.

**“Indemnification Provisions”** means each of the indemnification provisions, agreements, or obligations in place as of the Petition Date, whether arising under 6 Del. C. §18-108 or similar law, or in the bylaws, certificates of incorporation, or other formation documents in the case of a limited liability company, board resolutions or employment contracts in favor of the Rooster Debtors, and/or the current directors, officers, employees, attorneys, other professionals and agents of the Rooster Debtors.

**“Initial Administrative Claim Bar Date”** means the date set by the Bankruptcy Court pursuant to the Bar Date Order as the last date for filing applications for allowance of certain Administrative Claims incurred before November 28, 2017 that are in an amount in excess of \$50,000, which date is November 28, 2017.

**“Intercompany Claims”** means any Claim, including, but not limited to, an Administrative Expense Claim, Bankruptcy Cause of Action, Cause of Action, or any remedy that could have been asserted, as of the Rooster Plan Effective Date, against a Rooster Debtor by any other Rooster Debtor, a MWS/Cochon Debtor, Rooster Ltd. or Probe. For the avoidance of doubt, the Rooster Petroleum/CM Note is not an Intercompany Claim. Intercompany Claims are treated in Class 10, Section 4.10, of the Rooster Plan.

**“IRS”** means the Internal Revenue Service of the Department of Treasury of the United States of America.

**“K2”** means (a) The K2 Principal Fund L.P., on its self and as administrative agent on behalf of the K2 Lenders under the K2 Loan Agreement, and (b) the K2 Lenders.

**“K2 Lenders”** means the lenders for which K2 or its successor serves as administrative agent pursuant to the K2 Loan Documents.

**“K2 Loans”** means the indebtedness in favor of the K2 Lenders pursuant to the K2 Loan Documents.

**“K2 Loan Agreements”** means (a) that certain Credit Agreement, dated October 11, 2013, by and among K2, the Rooster Debtors and others, (b) that certain Credit Agreement, dated March 7, 2014, by and among K2, the Rooster Debtors and others, and (c) any other agreement, amendment, restatement or supplement, pursuant to which the K2 Lenders made any loans to any of the Rooster Debtors.

**“K-2 Loan Documents”** means the K2 Loan Agreements, together with any mortgages, deeds of trust security agreements, promissory notes, guaranties or other related agreement or instrument with K2 or the K2 Lenders, including, but not limited to,

**“K2 Subordination”** means those certain intercreditor and subordination agreements, dated as of November 17, 2014, as the same may have been amended, modified, restated, or supplemented, and any other intercreditor and subordination agreement pursuant to which the K2 Loans were contractually subordinated in payment and priority to, among other things, to the Notes Secured Claim and Notes Unsecured Claim.

**“K2 Subordinated Claim”** means the Claim of K2, which is treated in Class 7, Section 4.7, of the Rooster Plan.

**“Lien”** has the same meaning set forth in Bankruptcy Code section 101(37).

**“MEG”** means Morrison Energy Group, LLC.

**“Morrison Agreements”** means the Non-Compete Agreement, the Rental Agreement, and the Administrative Services Agreement, each of which will be filed as **Rooster Plan Supplement 4.6**.

**“MWS”** means the Morrison Well Services, LLC, a Delaware limited liability company. The Equity Interests in MWS are 100% owned by Rooster Ltd. For the avoidance of doubt, MWS (a) also filed bankruptcy on the Petition Date, and (b) is not a Rooster Debtor under the Rooster Plan.

**“MWS Reorganized Debtor”** means MWS, or any successor thereto by merger, consolidation or otherwise, on and after the MWS/Cochon Plan Effective Date.

**“MWS/Cochon Chapter 11 Cases”** means the bankruptcy cases of the MWS/Cochon Debtors.

“**MWS/Cochon Debtors**” means, individually and collectively, as the context requires: Cochon Properties, LLC (case no. 17-50706); and Morrison Well Services, LLC (case no. 17-50710).

“**MWS/Cochon Plan**” means the Joint Chapter 11 Plan filed on October 12, 2017 (Docket No. 497), as the same has or will be amended, supplemented or restated, for MWS and Cochon.

“**MWS/Cochon Plan Effective Date**” means the effective date of the MWS/Cochon Plan.

“**MWS/Cochon Releases**” means the releases by, among others, the MWS/Cochon Debtors, the MWS/Cochon Reorganized Debtors, and the Administrative Agent, in favor of the Rooster Debtors, the Rooster Reorganized Debtors, the Section 363 Purchaser, the Disbursing Agent, their respective Related Entities and their respective properties, as set forth in Sections [•] and [•] of the MWS/Cochon Plan as filed on October [•], 2017.

“**MWS/Cochon Reorganized Debtors**” means each of the MWS/Cochon Debtors, or any successor thereto by merger, consolidation or otherwise, on and after the MWS/Cochon Plan Effective Date.

“**New Corporate Governance Documents**” means any new certificates of incorporation, new operating agreements, new limited liability company agreements, or any other applicable formation or organization documents of the Reorganized Rooster Debtors, to be filed as **Rooster Plan Supplement 5.3(b)**.

“**New Equity**” means the shares of common stock of each of the Reorganized Rooster Debtors that will be authorized and issued, as of the Rooster Restructuring Closing Date, pursuant to the Rooster Plan and the New Corporate Governance Documents.

“**New Equity Consideration**” a combination of the following: (a) the forgiveness of the portion of the Claims of Entities in the CM Group; (b) the contribution of Cash to pay the Allowed Administrative Claims; (c) Priority Tax Claims, as set forth in Section 2.6 of the Rooster Plan; (d) the contribution of Cash to pay the Allowed Other Priority Claims, as set forth in Section 4.1 of the Rooster Plan; (e) the contribution of Cash to pay the Allowed Other Secured Claims, as set forth in Section 4.4 of the Rooster Plan; (f) the contribution of Cash to pay the General Unsecured Claim Distribution Funds, as set forth in Section 4.5 of the Rooster Plan; (g) execution of the Morrison Agreements, each of which will be filed as **Rooster Plan Supplement 4.6**; (h) the forgiveness of the Corn Meal DIP Loan; and (i) the assumption of the P&A Obligations.

“**New Equity Ownership Schedule**” means a schedule, to be filed as **Rooster Plan Supplement 5.3(c)**, that discloses the ownership of the New Equity on the Rooster Restructuring Closing Date.

**“Non-Compete Agreement”** means an agreement, to be executed by Corn Meal, CMC, MEG, Chet Morrison, and each of their respective Affiliates (other than MWS, Cochon and the Rooster Debtors), together with any subsequently acquired or subsequently formed Affiliates of the foregoing Entities, effective as of the MWS/Cochon Plan Effective Date. The Non-Compete Agreement will be filed as **Rooster Plan Supplement 4.6**. The Non-Compete Agreement is one of the Morrison Agreements.

**“Note Holders”** means, collectively, AG Energy Funding, LLC, Two Sigma Holdings V/C Acquisition Vehicle III, LLC, Garrison Funding 2013-2 Ltd., GMMF Loan Holdings LLC, and Garrison Middle Market II LP, in their capacity as holders of the Note Claims.

**“Note Holders’ Cash Collateral”** means the cash collateral defined in the Note Holders’ Cash Collateral Order; provided, however, the Note Holders’ Cash Collateral does not include (a) the Corn Meal JIB Accounts, (b) proceeds of and collections on the Corn Meal JIB Accounts, or (c) the Corn Meal JIB Deposit Account.

**“Note Holders’ Cash Collateral Order”** means, collectively, the *Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* (Docket No. 68), *First Amended Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* (Docket No. 198), and the *Second Amended Interim Order (i) Authorizing Post-Petition Use of Cash Collateral, (ii) Granting Adequate Protection to the Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* (Docket No. 300), as amended, modified or supplemented, as permitted by the Bankruptcy Court, from time to time.

**“Notes”** means the Notes issued pursuant to the Notes Documents.

**“Notes Claims”** means both the Notes Secured Claim and the Notes Unsecured Claim.

**“Notes Collateral”** means any property or interest in property of the Rooster Estates subject to a Lien to secure the payment or performance of the Notes.

**“Notes Documents”** means (a) the Notes, and (b) documents related to the Notes, including, but not limited to (i) the Notes Purchase Agreement, (ii) each of the other agreements, documents or instruments related to, evidencing, guaranteeing, governing or securing the Notes, including, but not limited to, the mortgages, deeds of trust, and similar deeds that secure the Notes or other similar documents that grant Liens on the properties and interests of the Rooster Debtors, and (iii) all amendments, restatements, and modifications to the foregoing.

**“Notes Purchase Agreement”** means that certain Note Purchase Agreement dated as of November 17, 2014 and amended and restated as of June 25, 2015 (as subsequently amended, restated, or otherwise modified from time to time), entered into by and among the Borrower, as

issuer, the Note Holders, and Angelo, Gordon Energy Servicer, LLC, as administrative agent and collateral agent, along with any supporting, related, and collateral documentation.

**“Notes Secured Claim”** means that portion of the Notes Claims that is a Secured Claim. The Notes Secured Claim is treated in Class 2, Section 4.2, of the Rooster Plan.

**“Notes Unsecured Claim”** means the Unsecured Claims arising under or from the Notes Documents, which includes, without limitation, a Deficiency Claim or guaranty claims against any of the Rooster Debtors. The Notes Unsecured Claim is treated in Class 6, Section 4.6, of the Rooster Plan.

**“Oil and Gas Leases”** means any and all unexpired instruments in which any of the Rooster Debtors or Reorganized Rooster Debtors, as the case may be, were granted or hold an existing leasehold, working interest, or similar interest in oil and gas and/or other liquid or gaseous hydrocarbons as of the Rooster Plan Effective Date.

**“Order”** means an order or judgment of the Bankruptcy Court as entered on the Docket.

**“Other Priority Claim”** means any Claim other than an Administrative Claim or a Priority Tax Claim that is entitled to priority in right of payment pursuant to Bankruptcy Code section 507(a). Other Priority Claims are treated in Class 1, Section 4.1, of the Rooster Plan.

**“Other Secured Claim”** means any Secured Claim other than any Notes Secured Claim, Priority Tax Claim, the Aspen Secured Claim, or the USSIC Bond Claim. The Other Secured Claims are treated in Class 4, Section 4.4, of the Rooster Plan.

**“P&A Obligations”** means any obligation of a Rooster Debtor to plug and abandon and decommission offshore wells, remove or remediate offshore platforms, pipelines and other structures, confirm site clearance, and perform related decommissioning for oil and gas installations and with respect to the Rooster Debtors’ oil and gas leases and other interests.

**“Petition Date”** means June 1, 2017.

**“Priority Claims Bar Date”** means the date set by the Bankruptcy Court pursuant to the Bar Date Order as the last date for filing proofs of Other Priority Claims, which date is November 28, 2017.

**“Priority Tax Claim”** means a Claim arising under United States federal, state or local Tax laws that is an Unsecured Claim and that is entitled to priority in payment pursuant to Bankruptcy Code section 507(a)(8).

**“Pro Rata”** means the proportion that (a) the Allowed amount of a General Unsecured Claim in Class 5 bears to (b) the aggregate Allowed amount of all General Unsecured Claims in Class 5.

**“Probe”** means the Probe Resources US, Ltd., a Nevada corporation. The Equity Interests in Probe are owned 100% by Rooster Ltd. For the avoidance of doubt, Probe (a) also filed bankruptcy on the Petition Date (case no. 17-50711), and (b) is not a Rooster Debtor under the Rooster Plan.

**“Probe Officers and Directors”** means the former and current officers and directors of Probe.

**“Professional”** means any professional employed in the Rooster Chapter 11 Cases pursuant to Bankruptcy Code sections 327 or 1103, or any professional or other entity seeking compensation or reimbursement of expenses in connection with the Rooster Chapter 11 Cases pursuant to Bankruptcy Code section 503(b).

**“Professional Compensation Claim”** means a Claim for compensation or reimbursement of expenses of a Professional incurred on or before the Rooster Plan Effective Date pursuant to the provisions of Bankruptcy Code sections 326, 327, 328, 330, 331, 503(b), 1103 or the Ordinary Course Professionals Order.

**“Professional Compensation Claims Bar Date”** means the deadline for filing Professional Compensation Claims in accordance with Section 2.3 of the Rooster Plan and as established by Order.

**“Proof of Claim”** means a proof of claim that was filed in the Rooster Chapter 11 Cases.

**“Reinstated”** or **“Reinstatement”** means, with respect to a Claim, (a) in accordance with Bankruptcy Code section 1124(1), being treated such that the legal, equitable, and contractual rights to which such Claim entitles its holder are left unaltered, or (b) if applicable under Bankruptcy Code section 1124: (i) having all prepetition and postpetition defaults with respect thereto other than defaults relating to the insolvency or financial condition of the Rooster Debtors or their status as debtors under the Bankruptcy Code cured; (ii) having its maturity date reinstated; (iii) compensating the holder of such Claim for damages incurred as a result of its reasonable reliance on a provision allowing the Claim’s acceleration; and (iv) not otherwise altering the legal, equitable and contractual rights to which the Claim entitles the holder thereof.

**“Rejection Damage Claim Bar Date”** the first Business Day that is thirty (30) days after the Confirmation Date for the Rooster Plan or such earlier date that may be set by the Bankruptcy Court concerning a particular Executory Contract.

**“Rejection Damage Claims”** means Claims for damages arising from the rejection of Executory Contracts or Unexpired Leases. Unless otherwise agreed to in writing by the Rooster Debtors, all Rejection Damage Claims will be deemed Disputed Claims.

**“Related Entities”** means, with respect to any Entity, such Entity’s predecessors, successors, assigns (whether by operation of law or otherwise) and present and former Affiliates, equity owners, and subsidiaries, and each of their respective current and former officers,



directors, principals, employees, shareholders, members (including ex officio members), managers, managed accounts or funds, management companies, fund advisors, advisory board members, partners, agents, financial advisors, attorneys, accountants, advisors, investment bankers, investment advisors, consultants, representatives, and other professionals, including such Related Entities' respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Rooster Debtor, or any Rooster Debtor's officers, directors or employees, shall constitute a Related Entity.

**"Released AG Parties"** means (a) the Administrative Agent and its Related Entities; (b) the Note Holders, and their respective Related Entities.

**"Released MWS/Cochon Claims"** means all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than their respective rights to enforce the rooster plan and the instruments, releases, and other agreements or documents executed and/or delivered in connection therewith), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise for any act or omission in connection with, related to, or arising out of, the MWS/Cochon Debtors, the Reorganized MWS/Cochon, the Note Documents, the operation of or administration of the MWS/Cochon Debtors' businesses and assets, the MWS/Cochon Chapter 11 Cases, the negotiation, formulation, or preparation of the MWS/Cochon Plan, or the pursuit of confirmation or the consummation of the MWS/Cochon Plan.

**"Released MWS/Cochon Parties"** means (a) the MWS/Cochon Debtors, and their respective Related Entities, and (b) the MWS/Cochon Reorganized Debtors and their respective Related Entities.

**"Released Parties"** means: (a) Corn Meal, CMC, MEG, Chet Morrison, and their respective Related Entities; and (b) any former or current director, officer or employee of the Rooster Debtors.

**"Released Rooster Claims"** means all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities (other than their respective rights to enforce the Rooster Plan and the instruments, releases, and other agreements or documents executed and/or delivered in connection therewith), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise for any act or omission in connection with, related to, or arising out of, the Rooster Debtors, the Reorganized Rooster Debtors (if the Rooster Restructuring Date occurs), the Note Documents, the operation of or administration of the Rooster Debtors' businesses and assets, the Rooster Chapter 11 Cases, the negotiation, formulation, or preparation of the Rooster Plan, the Section 363 Sale, or the pursuit of confirmation or the consummation of the Rooster Plan.

**“Rental Agreement”** means an agreement by CMC, as lessor, in favor of the Reorganized MWS, to rent certain premises to the Reorganized MWS for a period of ninety (90) days from the MWS/Cochon Plan Effective Date, with an option in favor of the MWS Reorganized Debtor, which Rental Agreement will be filed as **Rooster Plan Supplement 4.6**. The Rental Agreement is one of the Morrison Agreements.

**“Republic Petroleum”** means Republic Petroleum Partners LP, a Texas limited partnership.

**“Republic Petroleum Cause of Action”** means the Cause of Action against Republic Petroleum which is a Selected Excluded Asset; provided, however, the Republic Petroleum Cause of Action does not include any accounts receivable arising from and after the Petition Date due from Republic Petroleum as a working interest party.

**“Reorganized Cochon”** means Cochon, or any successor thereto by merger, consolidation or otherwise, on and after the MWS/Cochon Plan Effective Date.

**“Reorganized MWS”** means MWS, or any successor thereto by merger, consolidation or otherwise, on and after the MWS/Cochon Plan Effective Date.

**“Reorganized MWS/Cochon Debtors”** means the MWS/Cochon Debtors, or any successor thereto by merger, consolidation or otherwise, on and after the MWS/Cochon Plan Effective Date.

**“Reorganized Rooster Debtors”** means, if the Rooster Restructuring Closing Date occurs, each of the Rooster Debtors, or any successor thereto by merger, consolidation or otherwise, on and after the Rooster Restructuring Closing Date.

**“Requisite Note Holders”** means one or more Note Holders having or holding an outstanding principal amount of the Notes representing more than sixty-six and two thirds percent (66 2/3%) of the sum of the aggregate outstanding principal amount of the Notes of all Note Holders.

**“Rooster Chapter 11 Cases”** means the bankruptcy cases, each filed on the Petition Date, of Rooster Energy, LLC (case no. 17-50705), Rooster Petroleum, LLC (case no. 17-50708), and Rooster Oil & Gas, LLC (case no. 17-50709). For the avoidance of doubt, the Rooster Chapter 11 Cases do not include the following affiliated, procedurally consolidated bankruptcy cases, each filed on the Petition Date: Cochon Properties, LLC (case no. 17-50706); Rooster Energy Ltd. (case no. 17-50707); Morrison Well Services, LLC (case no. 17-50710); and Probe Resources US Ltd. (case no. 17-50711).

**“Rooster Confirmation Date”** means the date on which the Clerk enters the Rooster Confirmation Order on the Docket.

**“Rooster Confirmation Hearing”** means the hearing held by the Bankruptcy Court to consider Confirmation of the Rooster Plan pursuant to Bankruptcy Code section 1128, as such hearing may be adjourned or continued from time to time.

**“Rooster Confirmation Order”** means the Order confirming the Rooster Plan pursuant to Bankruptcy Code section 1129.

**“Rooster Confirmation Procedures Order”** means the *Order* (Docket No. •) that grants the Rooster Debtors’ *Motion for Entry of an Order Approving (I) the Confirmation Hearing Notice, the Manner of Mailing and Service of the Solicitation Package and Confirmation Notice and Publication of the Confirmation Hearing Date, (II) the Voting and Claims Agent and Procedures for Voting and Tabulation of Ballots, (III) the Forms of Ballots, and (IV) the Procedures for Allowing Claims for Voting Purposes* (Docket No. •).

**“Rooster Debtors”** mean, individually or collectively, as the context requires: Rooster Energy LLC (case no. 17-50705), Rooster Petroleum, LLC (case no. 17-50708), and Rooster Oil & Gas, LLC (case no. 17-50709). For the avoidance of doubt, the Rooster Debtors do not include: Rooster Energy, Ltd. (case no. 17-50707); Cochon Properties, LLC (case no. 17-50706); Morrison Well Services, LLC (case no. 17-50710); or Probe Resources US Ltd. (case no. 17-50711).

**“Rooster Disclosure Statement”** means the disclosure statement filed by [•], 2017, that relates to the Rooster Plan, including, without limitation, all exhibits or schedules thereto, as approved by the Bankruptcy Court pursuant to Bankruptcy Code section 1125.

**“Rooster Disclosure Statement Order”** means that certain *Order* (Docket No. •) that grants the Rooster Debtors’ *Motion for an Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Rooster Plan and for Filing Objections to the Rooster Plan, and (D) Approving the Manner and Forms of Notice and Other Related Documents*, entered by the Bankruptcy Court on [•], 2017 (Docket No. •), as the Rooster Disclosure Statement Order may be amended from time to time.

**“Rooster Energy”** means Rooster Energy L.L.C., a Delaware limited liability company, one of the Rooster Debtors. Rooster Energy currently owns 100% of the Equity Interests in Rooster O&G and Rooster Petroleum. Rooster Ltd. owns 100% of the Equity Interests in Rooster Energy.

**“Rooster Energy General Unsecured Claim Distribution Fund”** means the Cash, in the amount of \$[•] for distribution pursuant to holders of Allowed General Unsecured Claims against Rooster Energy in Subclass 5a, Section 4.5 of the Rooster Plan.

**“Rooster Estates”** means the estates created upon the commencement of the Rooster Chapter 11 Cases by Bankruptcy Code section 541.

**“Rooster Ltd.”** means Rooster Energy Ltd., a corporation organized under the laws of British Columbia, Canada. Rooster Ltd. owns 100% of the Equity Interests in Rooster Energy, Probe, Cochon and MWS. Until being de-listed, Rooster Ltd. stock was traded on the Toronto Stock Exchange under the ticker symbol “COQ.” For the avoidance of doubt, Rooster Ltd. (a) also filed bankruptcy on the Petition Date (case no. 17-50705), and (b) is not a Rooster Debtor under the Rooster Plan.

**“Rooster Ltd. Officers and Directors”** means the former and current officers and directors of Rooster Ltd.

**“Rooster O&G”** means Rooster Oil & Gas, LLC, a Delaware limited liability company, one of the Rooster Debtors. The Equity Interests in Rooster O&G are owned 100% by Rooster Energy.

**“Rooster O&G General Unsecured Claim Distribution Fund”** means the Cash, in the amount of \$[•] for distribution pursuant to holders of Allowed General Unsecured Claims against Rooster O&G in Subclass 5b, Section 4.5, of the Rooster Plan.

**“Rooster Petroleum”** means Rooster Energy Petroleum, LLC, a Delaware limited liability company, one of the Rooster Debtors. The Equity Interests in Rooster Petroleum are 100% owned by Rooster Energy.

**“Rooster Petroleum/CM Note”** means that certain promissory note by Rooster Petroleum, dated March 12, 2014, made payable to the order of Chet Morrison, in the original principal amount of \$4,000,000.

**“Rooster Petroleum General Unsecured Claim Distribution Fund”** means the Cash, in the amount of \$[•] for distribution pursuant to holders of Allowed General Unsecured Claims against Rooster Petroleum in Subclass 5c, Section 4.5, of the Rooster Plan.

**“Rooster Plan”** means the Joint Chapter 11 Plan filed on October 23, 2017 by the Rooster Plan Proponents, as the same may be amended, together with the Rooster Plan Exhibits and the Rooster Plan Supplements. The Rooster Plan is attached to the Rooster Disclosure Statement as **Exhibit 1**.

**“Rooster Plan Effective Date”** means the first Business Day after the conditions to the effective date have occurred as provided in Section 10.1 of the Rooster Plan, or have been waived as provided in Section 10.2.

**“Rooster Plan Exhibits”** means the exhibits to the Rooster Plan, including, but not limited to, the Glossary of Terms that is attached to the Rooster Plan as **Exhibit A**, as the same may be amended.

**“Rooster Plan Proponents”** means the Rooster Debtors and Corn Meal.

**“Rooster Restructuring”** means any act taken or omitted to be taken in connection with, or arising from or relating in any way to, the restructuring of the Rooster Debtors or the Rooster Chapter 11 Cases, including but not limited to, the following: (a) the management and operation of the Rooster Debtors’ businesses and the discharge of their duties under the Bankruptcy Code during the pendency of the Rooster Chapter 11 Cases; (b) any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation of the Rooster Plan, or implementation of the Rooster Plan or the Rooster Plan Supplements; (d) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the Rooster Disclosure Statement and the Rooster Plan, the Rooster Plan Supplements, the issuance of New Equity, and any related contract, instrument, release or other agreement or document created or entered into in connection therewith; (e) the administration of the Rooster Plan or the assets and properties to be distributed pursuant to the Rooster Plan; and (f) any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the bankruptcy restructuring of the Rooster Debtors.

**“Rooster Restructuring Closing Date”** means the date when the documents necessary to consummate the Rooster Restructuring have been executed and the closing has occurred.

**“Rooster Restructuring Election”** means the election, to be made in the absolute discretion of Corn Meal, to consummate the Rooster Restructuring rather than the Section 363 Sale. The Rooster Restructuring Election will be made by Corn Meal no later than [•] Business Days before the Voting Deadline.

**“Rooster Plan Supplements”** means those documents in furtherance of consummation of the Rooster Plan and/or to be executed in order to consummate the Rooster Restructuring contemplated under the Rooster Plan. No later than the Rooster Plan Supplement Filing Date, the Proponents will file certain of the documents that comprise the Rooster Plan Supplements.

**“Rooster Plan Supplement Filing Date”** means, unless otherwise provided in the Rooster Plan, the date that is five (5) days before the deadline to file written objections to the Confirmation of the Rooster Plan.

**“Schedules”** means the *Schedules of Assets and Liabilities, the List of Holders of Equity Interests and the Statement of Financial Affairs* filed by each of the Rooster Debtors (Docket Nos. 261 and 295 for Rooster Energy) (Docket Nos. 292 and 293 for Rooster O&G) (Docket Nos. 294 and 295 for Rooster Petroleum) under Bankruptcy Code section 521 and Bankruptcy Rule 1007, together with all amendments and modifications thereto through the Rooster Confirmation Date.

**“Section 363 Asset Purchase Agreement”** means the agreement to be executed by and between the Rooster Debtors, as sellers, and Corn Meal or its designees, as buyer(s), in the event that the Section 363 Election is exercised in a timely fashion. The Section 363 Asset Purchase Agreement shall include, *inter alia*, a right of buyer(s) to designate Included Assets to be excluded from the Section 363 Sale in the buyer’s discretion at any time prior to the Section 363

Closing Date. If the Section 363 Election is made, the Asset Purchase Agreement will be filed as **Rooster Plan Supplement 6.3**.

“**Section 363 Closing Date**” means the date when the documents necessary to consummate the Section 363 Sale.

“**Section 363 Consideration**” means a combination of the following: a combination of the following: (a) the forgiveness of the portion of the Claims of Entities in the CM Group; (b) the contribution of Cash to pay the Allowed Administrative Claims; (c) Priority Tax Claims, as set forth in Section 2.6 of the Rooster Plan; (d) the contribution of Cash to pay the Allowed Other Priority Claims, as set forth in Section 4.1 of the Rooster Plan; (e) the contribution of Cash to pay the Allowed Other Secured Claims, as set forth in Section 4.4 of the Rooster Plan; (f) the contribution of Cash to pay the General Unsecured Claim Distribution Funds, as set forth in Section 4.5 of the Rooster Plan; (g) execution of the Morrison Agreements, each of which will be filed as **Rooster Plan Supplement 4.6**; (h) the forgiveness of the Corn Meal DIP Loan; and (i) the assumption of the P&A Obligations.

“**Section 363 Election**” means the election, to be made in the absolute discretion of Corn Meal, to purchase the Included Assets rather than consummating the Rooster Restructuring. The Section 363 Election will be made by Corn Meal no later than five (5) Business Days before the Voting Deadline.

“**Section 363 Purchaser**” means Corn Meal, or its designees, as purchaser under the Section 363 Asset Purchase Agreement.

“**Section 363 Sale**” means the sale of the Included Assets to the Section 363 Purchaser, free and clear of liens, claims, encumbrances and interests, pursuant to Bankruptcy Code section 363 and Article 6 of the Rooster Plan.

“**Secured Claim**” means an Allowed Claim that is secured by a Lien on the property of one or more of the Rooster Estates, as provided in Bankruptcy Code section 506(a), which is valid, perfected and enforceable and not avoidable, to the extent of the value of such Lien, as determined by (a) the Rooster Plan, (b) a Final Order pursuant to Bankruptcy Code section 506, or (c) Stipulation of Amount and Nature of Claim, in accordance with Section 7.4 of the Rooster Plan.

“**Selected Excluded Assets**” means certain of the Excluded Assets that will be identified in the Schedule of Selected Excluded Assets to be filed as **Rooster Plan Supplement 4.2**.

“**Ship Shoal Receivable**” means the accounts receivable, in the amount of \$2.0 million, owed to Rooster O&G with respect to Ship Shoal Block [79], OCS-G [15277].

“**Solicitation Materials**” means Solicitation Procedures Order, the Rooster Disclosure Statement, the Rooster Plan, solicitation letters, Ballot, and any other materials to be used in the solicitation of votes on the Rooster Plan.



**“Stipulation of Amount and Nature of Claim”** has the meaning set forth in Section 7.4 of the Rooster Plan.

**“Subclass”** means a category of holders of Claims or Equity Interests, as more fully described in Article 4 of the Rooster Plan, that are designated by Subclasses a through c for each of the Rooster Debtors, as follows: Subclass a (Rooster Energy); Subclass b (Rooster O&G); and Subclass c (Rooster Petroleum).

**“Subsequent Administrative Claim Bar Date”** means, with respect to Administrative Claims arising after the Initial Administrative Claim Bar Date but on or before the Effective Date, the date that is thirty (30) days after the Effective Date which is the last date by which any Entity must have filed an application for allowance of Administrative Claims against any Rooster Debtor or be forever barred from asserting such Claim.

**“Tax”** means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority, or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Entity.

**“Tax Claim”** means any Claim of a Governmental Unit, whether federal, state or local, for recovery of a tax of any kind whatsoever (including any interest, penalty or addition thereto) incurred or arising before the Rooster Plan Effective Date, including but not limited to Claims of the kind specified in Bankruptcy Code sections 502(i) and 507(a)(8).

**“U.S. Government”** means the United States of America, but does not include the IRS.

**“Unexpired Lease”** means a lease to which any one of the Rooster Debtors is a party that is subject to assumption, assumption and assignment or rejection under Bankruptcy Code section 365.

**“Unimpaired”** means, with respect to any Claim or Equity Interest, that such Claim or Interest is not impaired within the meaning of Bankruptcy Code section 1124.

**“Unsecured Claim”** means an Allowed Claim that is not secured by a Lien on the property of one or more of the Rooster Estates, as provided in Bankruptcy Code section 506(a), or that is a Deficiency Claim.

**“Unsecured Claims Bar Date”** means the date set by the Bankruptcy Court pursuant to the Bar Date Order as the last date for filing proofs of Claim, including proofs of Claim for General Unsecured Claims, which date is November 28, 2017.

“**USSIC**” means U.S. Specialty Insurance Company.

“**USSIC Bond Claims**” means Claims of USSIC pursuant to the USSIC Bonds. The USSIC Bond Claims are treated in Class 8, Section 4.8, of the Rooster Plan.

“**USSIC Bonds**” means the surety bonds related to certain oil and gas properties of one or more of the Rooster Debtors pursuant to the Aspen Bonds and bonds issued by USSIC identified by bond numbers: B003204; B007250; B008698; B004251; B004123; B003203; B003539; B005252; B007641; B009330; B008035; B007640; B008671; B007974; and B003988.

“**USSIC Bonds Existing Agreements**” means documents related to the USSIC Bonds.

“**USSIC Bonds New Agreements**” mean the agreements to be entered into between the holders of USSIC Bond Claims and one or more counterparties regarding treatment of the USSIC Bond Claims and maintenance of the USSIC Bonds issued on behalf of the Rooster Debtors. The USSIC Bonds New Agreements will be filed as **Rooster Plan Supplement 4.8**.

“**U.S. Trustee**” means the United States Trustee for the Western District of Louisiana.

“**U.S. Trustee Fees**” means all fees and charges assessed against the Rooster Estates under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.

“**U.S. Trustee Fees Reserve**” means, if the Section 363 Sale Closing occurs, the reserves established by the Disbursing Agent from each of the General Unsecured Claim Distribution Fund on the Section 363 Closing Date.

“**Voting Agent**” means Donlin, Recano & Company, Inc., who was appointed as the solicitation agent pursuant to the *Order* (Docket No. 70) that grants the *Application to Employ Donlin, Recano & Company, Inc. as Claims, Noticing & Solicitation Agent for the Rooster Debtors effective Nunc Pro Tunc* (Docket No. 52).

“**Voting Deadline**” means [•], 2017, at 5:00 p.m. CDT, which is the time by which all Ballots must be received by the Voting Agent in accordance with the Rooster Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court.

“**Voting Record Date**” means the date, as established in the Rooster Confirmation Procedures Order as the date by Order, for determining the holders of Claims and Equity Interests, who are entitled to vote on the Rooster Plan, in accordance with Bankruptcy Rule 3017(d).