



ENTERED
01/19/2016

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

<p>IN RE:</p> <p>RAAM GLOBAL ENERGY COMPANY, <i>et al.</i></p> <p>DEBTORS.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>CASE NO. 15-35615</p> <p>(Chapter 11)</p> <p>JOINTLY ADMINISTERED</p>
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**ORDER CONFIRMING SECOND AMENDED JOINT PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

On January 19 [and 20], 2016, the Bankruptcy Court held hearings (the “Confirmation Hearing”) to consider confirmation of the *Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as Exhibit “A” (as supplemented, amended, or modified, the “Plan”)¹ filed by the Debtors.

On December 21, 2015, the Debtors filed their *Second Amended Disclosure Statement for the Debtors’ Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 265] (as supplemented, amended or modified, the “Disclosure Statement”). On December 29, 2015, the Debtors filed the *Notice of Final/Solicitation Versions of Disclosure Statement, Plan, Ballots, and Notices* [Docket No. 286].

On December 22, 2015, the Bankruptcy Court entered its *Order (I) Approving Disclosure Statement and the Form and Manner of Service Related Thereto; (II) Setting Dates for the Objection Deadline and Hearing Relating to Confirmation of the Plan; and (III) Authorizing Related Relief* [Docket No. 271] (the “Disclosure Statement Order”).

¹ Capitalized terms not defined herein shall have the meaning given to them in the Plan.

On January 4, 2016, the Debtors filed their *Plan Supplement for Debtors' Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 299] (as supplemented, amended, or modified, the "Plan Supplement"), which included, among other things, a form of Liquidating Trust Agreement (as the same may be modified, supplemented or amended from time to time, the "Liquidating Trust Agreement") and a form of Transition Services Agreement (as the same may be modified, supplemented or amended from time to time the "TSA"). The Plan Supplement was amended and supplemented by the *Amendment to Plan Supplement for Debtors' Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 358] that was filed on January 14, 2016, and the *Second Amendment to Plan Supplement for Debtors' Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 367] that was filed on January 15, 2016.

In support of Confirmation of the Plan, the Debtors filed, among other things, the *Declaration of Voting Agent Regarding Solicitation and Tabulation of Votes in Connection with the Joint Plan of Liquidation Under Chapter 11* [Docket No. 366] (the "BMC Declaration").

Based upon the Bankruptcy Court's review of, among other things, (i) the Plan, (ii) the Plan Supplement, including the Liquidating Trust Agreement and TSA, (iii) the BMC Declaration, (iv) objections to Confirmation of the Plan, the Debtors' responses to the same, and settlements announced on the record at the Confirmation Hearing in connection with same, (v) exhibits admitted and other evidence presented or proffered at the Confirmation Hearing, (vi) representations and arguments of counsel at the Confirmation Hearing, (vii) the docket of the Bankruptcy Cases, and (viii) other relevant factors affecting these Bankruptcy Cases, the Bankruptcy Court makes the following findings of fact and conclusions of law, and issues this

Order Confirming Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Jurisdiction and Venue

A. Jurisdiction; Venue; Core Proceeding. The Bankruptcy Court has jurisdiction over these Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in the Bankruptcy Court is proper under 28 U.S.C. §§ 1408 and 1409. Each of the Debtors was and is qualified to be a debtor under Bankruptcy Code § 109. This matter constitutes a core proceeding under 28 U.S.C. § 157(b)(2), including those proceedings set forth in subsections (b)(2)(A), (B), (G), (I), (K), (L), (M), and (O), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

Notice, Solicitation and Acceptance

B. Service of Solicitation Materials and Notices. As evidenced by certificates of service filed on the docket of these Cases, all appropriate pleadings, notices, and Ballots were transmitted, mailed, and served to the extent required by the Disclosure Statement Order and Bankruptcy Rule 3017(d). The Balloting Agent mailed, by first class mail, either in paper form or on a compact disc: (a) a copy of the Disclosure Statement Order; (b) a copy of the Disclosure Statement with the Plan attached thereto as an exhibit; (c) the General Notice in the form as approved by the Disclosure Statement Order; (d) an appropriate Ballot Notice in the form as approved by the Disclosure Statement Order; and (e) a return addressed envelope (the "Solicitation Package") to (i) Holders of Claims in Classes 2, 3A, 3B, 5, 6, and 7; and (ii) the appropriate nominee for Holders of Senior Secured Notes; (b) a copy of the Notice of Unimpaired Status to Classes 1 and 4; and (c) a copy of the Notice of Fully Impaired Status to

Holders of Claims and Equity Interests that are designated as fully impaired under the Plan in Classes 8, 9, and 10.

C. Adequate Notice of Confirmation Hearing. In accordance with Bankruptcy Rules 2002, 3018, 3019, 6004, 6006, 9007 and 9014, and the Disclosure Statement Order, adequate notice of the time for filing objections to Confirmation of the Plan and the authorizations and transfers contemplated thereby and adequate notice of the Confirmation Hearing was provided to all holders of Claims and Equity Interests and other parties in interest entitled to receive such notice under the Bankruptcy Code and the Bankruptcy Rules. No other or further notice of the Confirmation Hearing or Confirmation of the Plan is necessary or required.

D. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record, the Debtors, and their respective directors, officers, employees, managers, members, attorneys, affiliates, agents, and professionals (including but not limited to their attorneys, financial advisors, investment bankers, accountants, solicitation agents, and other professionals that have been retained by such parties) have acted in “good faith” within the meaning of Bankruptcy Code § 1125(e) and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order and applicable non-bankruptcy law in connection with all of their respective activities relating to (1) the solicitation of acceptances or rejections of the Plan, (2) the offer, sale, issuance and distribution of the Liquidating Trust Interests under the Plan, and (3) their participation in the other activities described in Bankruptcy Code § 1125. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with Bankruptcy Code §§ 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Disclosure Statement Order, all other applicable provisions of the

Bankruptcy Code and all other applicable rules, laws and regulations. In addition, all procedures used to distribute the Solicitation Package to holders of Claims and Equity Interests were fair, and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws and regulations. Therefore, the Debtors and their respective directors, officers, employees, managers, members, attorneys, affiliates, agents, and professionals are entitled to the full protections afforded by Bankruptcy Code § 1125(e).

Compliance with Bankruptcy Code § 1129

E. The Debtors have satisfied their burden of proof. A plan proponent has the burden to prove the requirements for confirmation by a preponderance of the evidence.² Here, the Debtors have satisfied their burden of proof with respect to Confirmation of the Plan.

F. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code § 1129(a)(1). Congress enacted Bankruptcy Code § 1129(a)(1) to ensure that a plan complies with the Bankruptcy Code's provisions regarding classification of claims and interests (11 U.S.C. § 1122) and the contents of a plan of reorganization (11 U.S.C. § 1123).³ These provisions are discussed in the following paragraphs.

G. Plan Compliance with Bankruptcy Code § 1122. The Plan complies with the classification requirements of the Bankruptcy Code. Classification of claims and interests is governed by Bankruptcy Code § 1122, which provides that "a plan may place a claim or interest

² See *Heartland Fed. Sav. & Loan Ass'n v. Briscoe Enters. (In re Briscoe Enters., Ltd., II)*, 994 F.2d 1160, 1163-65 (5th Cir. 1993) (recognizing that "preponderance of the evidence is the debtor's appropriate standard of proof both under § 1129(a) and in a cram down").

³ See S. REP. NO. 95-989, at 126 (1971), *reprinted in* 1978 U.S.C.C.A.N. 5787; H.R. REP. NO. 95-595, at 412 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963; *see also Kane v. Johns-Manville Corp.*, 843 F.2d 636, 648 (2d Cir. 1988).

in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.” 11 U.S.C. § 1122(a). This section does not require that claims or interests within a particular class be identical.⁴ A plan proponent has flexibility in classifying claims, so long as the proponent has some reasonable basis for the classification or the creditor agrees to it.⁵

H. Under the Plan, the Claims or Equity Interests within each Class are substantially similar to the other Claims or Equity Interests within that Class. The Plan classifies Claims and Equity Interests as follows:

Class	Designation	Status	Voting
1	Other Priority Claims	Unimpaired	Deemed to accept
2	First Lien Credit Agreement Claims	Impaired	Entitled to vote
3A	Senior Secured Notes Claims	Impaired	Entitled to vote
3B	Senior Secured Notes Deficiency Claims	Impaired	Entitled to vote
4	Other Secured Claims	Unimpaired	Deemed to accept
5	Ace Claims	Impaired	Entitled to vote

⁴ *In re DRW Property Co.*, 60 B.R. 505, 511 (Bankr. N.D. Tex. 1986); *see also Phoenix Mut. Life Ins. Co. v. Greystone III Joint Venture (In re Greystone III Joint Venture)*, 995 F.2d 1274, 1278-79 (5th Cir. 1991) (“A fair reading of both subsections [of section 1122] suggests that ordinarily ‘substantially similar claims,’ those which share common priority and rights against the debtor’s estate, should be placed in the same class”).

⁵ *See In re Jersey City Med. Center*, 817 F.2d 1055, 1060-61 (3d Cir. 1987) (“Congress intended to afford bankruptcy judges broad discretion [under section 1122 of the Bankruptcy Code] to decide the propriety of plans in light of the facts of each case.”). A plan proponent cannot “classify similar claims differently in order to gerrymander an affirmative vote on a reorganization plan,” but there may be good business reasons to support separate classification. *In re Briscoe Enterprises.*, 994 F.2d at 1167 (quotations omitted); *see also In re The Heritage Org., L.L.C.*, 375 B.R. 230, 288 (Bankr. N.D. Tex. 2007) (“Substantially similar claims must be classified together unless some reason, other than gerrymandering, exists for separating them”).

Class	Designation	Status	Voting
6	General Unsecured Trade Claims	Impaired	Entitled to vote
7	General Unsecured Non-Trade Claims	Impaired	Entitled to vote
8	Intercompany Claims	Impaired	Deemed to reject
9	Equity Interests in RAAM	Impaired	Deemed to reject
10	Equity Interests in RAAM Debtor Subsidiaries	Impaired	Deemed to reject

I. Valid business, legal, and factual reasons exist for the separate classification of each of these Classes of Claims and Equity Interests, and there is no unfair discrimination or gerrymandering between or among the holders of Claims and Equity Interests. Classifying and treating Allowed Senior Secured Notes Deficiency Claims, Ace Claims, General Unsecured Trade Claims, and General Unsecured Non-Trade Claims differently is reasonable and appropriate under the circumstances of these Cases. Similarly, a reasonable justification also exists for the classification of Allowed Other Secured Claims differently from First Lien Credit Agreement Claims and the Senior Secured Notes Claims.

J. In sum, all Claims and Equity Interests within each Class under the Plan are substantially similar and are afforded equal and reasonable treatment, or the claimant has agreed to the classification. Accordingly, the classification of Claims and Equity Interests under the Plan satisfies the requirements of Bankruptcy Code § 1122.

K. The Plan Complies with Bankruptcy Code § 1123. In accordance with Bankruptcy Code § 1123(a), the Plan: (1) designates Classes of Claims and Equity Interests, other than Claims of a kind specified in Bankruptcy Code §§ 507(a)(2), 507(a)(3), or 507(a)(8);

(2) specifies Classes of Claims and Equity Interests that are not Impaired under the Plan; (3) specifies the treatment of Classes of Claims and Equity Interests that are Impaired under the Plan; (4) provides the same treatment for each Claim or Equity Interest of a particular Class, unless the holder of a particular Claim or Equity Interest agrees to less favorable treatment of their respective Claim or Equity Interest; (5) provides for adequate means for the Plan's implementation; (6) is a liquidating plan and accordingly (a) provides for the cancelation, termination, and extinguishment of the Equity Interests in RAAM, (b) does not provide that any holder of Claims, any holder of Equity Interests, or any other Person will receive equity or other interests in RAAM, (c) does not provide for either the Debtors or the Liquidating Trust to issue securities other than the Liquidating Trust Interests (which are not equity securities) to any Person, and (d) provides for the termination of all of the directors, officers, and/or managers of any of the Debtors; and (7) contains only provisions that are consistent with the interests of holders of Claims and Equity Interests and with public policy with respect to the manner of selection of the Liquidating Trustee and Liquidating Trust Committee members on and after the Effective Date. The relief provided in the Plan is fair and necessary for the orderly implementation of the Plan and the administration of the Estates. Therefore, the Plan satisfies the requirements of Bankruptcy Code § 1123(a) and (b).

L. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). In accordance with Bankruptcy Code § 1129(a)(2), the Debtors have complied with the applicable provisions of the Bankruptcy Code. The Debtors are proper debtors under Bankruptcy Code § 109. The Debtors have complied with the applicable provisions of the Bankruptcy Code (including §§ 1122, 1123, 1124, 1125, 1126, and 1128), the Bankruptcy Rules (including Bankruptcy Rules 3017, 3018, and 3019), and the Disclosure Statement Order in transmitting the

Plan, the Disclosure Statement, the Ballots, and all related documents and notices, and in soliciting and tabulating votes on the Plan.

M. Votes to accept or reject the Plan were solicited by the Debtors and their respective members, partners, representatives, officers, directors, employees, advisors, attorneys and agents after the Court approved the adequacy of the Disclosure Statement pursuant to Bankruptcy Code § 1125(a).

N. The Debtors and their respective members, partners, representatives, officers, directors, employees, advisors, attorneys, and agents have solicited and tabulated votes on the Plan and have participated in the activities described in Bankruptcy Code § 1125 fairly, in good faith within the meaning of Bankruptcy Code § 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable laws, rules, and regulations and are entitled to the protections afforded by Bankruptcy Code § 1125(e) and the exculpation provisions set forth in Article XIV of the Plan.

O. The Debtors and their respective members, officers, directors, employees, advisors, attorneys, and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or Distributions made pursuant to the Plan, so long as such Distributions are made consistent with and pursuant to the Plan.

P. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). To be confirmed, a plan must have been “proposed in good faith and not by any means forbidden by law.” 11 U.S.C. § 1129(a)(3). A plan is proposed in good faith if there is a reasonable likelihood that the plan will achieve a result consistent with the objectives and purposes of the Bankruptcy Code.⁶ “The requirement of good faith must be viewed in light of the totality of the circumstances surrounding the establishment of a Chapter 11 plan”⁷

Q. The Plan is proposed in good faith and not by any means forbidden by law. The Debtors filed these reorganization cases with the legitimate and honest purpose of developing an orderly process to compensate legitimate claimants while maximizing value. The Plan culminates a reorganization process during which the Debtors consistently have engaged in arm’s-length negotiations among entities having very different and, in many instances, competing interests, all aimed at an over-arching goal of maximizing the value of the Debtors and the recovery to holders of Claims and Equity Interests in accordance with the Bankruptcy Code. In accordance with Bankruptcy Code § 1129(a)(3), the Debtors have proposed the Plan in good faith and not by any means forbidden by law. The treatment of holders of Claims and Equity Interests contemplated by the Plan was negotiated and consummated at arm’s-length, without collusion, and in good faith. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the formulation of the Plan and the solicitation of votes to accept or reject the Plan. Furthermore, the Plan represents extensive arms-length negotiations among the Debtors and other parties in

⁶ *In re T-H New Orleans Ltd. P’ship*, 116 F.3d at 802; *In re Madison Hotel Assocs.*, 749 F.2d 410, 424-425 (7th Cir. 1984).

⁷ *Brite v. Sun Country Dev. (In re Sun Country Dev.)*, 764 F.2d 406, 408 (5th Cir. 1985); *see also In re JT Thorpe Co.*, 308 B.R. 782, 787 (Bankr. S.D. Tex. 2003).

interest, as well as their respective legal and financial advisors, and reflects the best interests of the Debtors' Estates and holders of Claims and Equity Interests.

R. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). In accordance with Bankruptcy Code § 1129(a)(4), all payments and distributions, made or to be made by the Debtors or the Liquidating Trustee for services or for costs and expenses in, or in connection with, these Cases, or in connection with the Plan and incident to these Cases, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable, unless otherwise ordered by the Bankruptcy Court.

S. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with Bankruptcy Code § 1129(a)(5). The Persons that must be identified pursuant to Bankruptcy Code § 1129(a)(5) have been identified in the Second Amendment to Plan Supplement for Debtors' Second Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 367]. These provisions of the Plan are consistent with the interests of Claim and Equity Interest holders and with public policy, thereby satisfying Bankruptcy Code § 1129(a)(5).

T. No Rate Changes (11 U.S.C. § 1129(a)(6)). In accordance with Bankruptcy Code § 1129(a)(6), the Debtors are not subject to any governmental regulation of any rates.

U. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). Bankruptcy Code § 1129(a)(7), the "best interests of creditors test," requires that, with respect to each impaired class, each holder of a claim or interest in the class:

- i. has accepted the plan; or
- ii. will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of this title on such date.

V. The testimony and liquidation analysis presented by the Debtors' chief restructuring officer, Blackhill Partners LLC, in connection with the Confirmation Hearing, and other evidence admitted at the Confirmation Hearing, establish that the requirements of Bankruptcy Code § 1129(a)(7) are satisfied by the Plan. In accordance with Bankruptcy Code § 1129(a)(7), with respect to Classes of Impaired Claims or Impaired Equity Interests, each holder of a Claim or Equity Interest has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

W. Acceptance or Rejection of Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1 and 4 are not Impaired and thus are deemed to have accepted the Plan. Classes 2, 3A, 3B, and 5 are Impaired, and as demonstrated by the BMC Declaration, those Classes have accepted the Plan in accordance with Bankruptcy Code § 1126(c). Class 6 is Impaired, and as demonstrated by the BMC Declaration, this Class has not accepted the Plan in accordance with Bankruptcy Code § 1126(c); provided, the failure of this Class to accept the plan does not bar confirmation because no junior class is receiving or retaining anything of value under the Plan. Class 7 is Impaired, and as demonstrated by the BMC Declaration, no votes were received from this Class. Classes 8, 9, and 10 are Impaired, and the holders of Claims and Equity Interests in those Classes are not entitled to receive or retain any property under the Plan and they are deemed to have rejected the Plan.

X. Treatment of Administrative, Priority, and Tax Claims (11 § U.S.C. § 1129(a)(9)). The Plan's treatment of Claims of a kind specified in Bankruptcy Code §§ 507(a)(1) through (8) satisfies the requirements set forth in Bankruptcy Code § 1129(a)(9).

Y. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). In accordance with Bankruptcy Code § 1129(a)(10), at least one Class of Claims that is Impaired under the Plan has voted to accept the Plan, without including acceptances of the Plan by any insider.

Z. Feasibility (11 U.S.C. § 1129(a)(11)). The evidence proffered or adduced at the Confirmation Hearing with respect to feasibility (1) is persuasive, credible, and accurate as of the dates such analysis was prepared, presented, or proffered, (2) utilizes reasonable and appropriate methodologies and assumptions, (3) has not been controverted by other evidence, (4) establishes that Confirmation of the Plan is not likely to be followed by the need for further financial reorganization or liquidation of the Liquidating Trust except with respect to such liquidation proposed in the Plan, and (5) establishes that the Liquidating Trust will have sufficient funds available to meet their obligations under the Plan. Thus, the Plan satisfies the requirements of Bankruptcy Code § 1129(a)(11).

AA. Payment of Fees (11 U.S.C. § 1129(a)(12)). In accordance with Bankruptcy Code § 1129(a)(12), to the extent that fees payable to the United States Trustee under 28 U.S.C. § 1930(a)(6) have not been paid, the Plan provides for the payment of all such fees on the Effective Date of the Plan and as they come due after the Effective Date.

BB. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). In accordance with Bankruptcy Code § 1129(a)(13), the Plan does not alter retiree benefits to the extent any such benefits currently exist.

CC. Other Provisions of 11 U.S.C. § 1129(a). The provisions of 11 U.S.C. §§ 1129(a)(14), (a)(15), and (a)(16) are not applicable to the Debtors.

DD. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Bankruptcy Court finds and concludes that Classes 7, 8, 9, and 10 are Impaired Classes of

Claims and Equity Interests, respectively, that are deemed to have rejected the Plan pursuant to Bankruptcy Code § 1126(g). The Plan does not discriminate unfairly and is fair and equitable with respect to Classes 7, 8, 9, and 10 as required by Bankruptcy Code § 1129(b)(1) and (2).

EE. Class 7 General Unsecured Non-Trade Claims. The Plan is fair and equitable and does not discriminate unfairly as to Class 7. Any difference in treatment between Class 6 and Class 7 is within the reasonable business judgment of the Debtors and is reasonable under the facts and circumstances of these Cases.⁸ Hence, the Plan does not unfairly discriminate as to Class 7. Further, no Class junior to Class 7 will receive any property under the Plan. Hence, the Plan satisfies the fair and equitable test under Bankruptcy Code § 1129(b)(2)(B)(ii) with respect to Class 7.

FF. Class 8 Intercompany Claims. The Plan is fair and equitable and does not discriminate unfairly as to Class 8. Further, no Class junior to Class 8 will receive any property under the Plan. Hence, the Plan satisfies the fair and equitable test under Bankruptcy Code § 1129(b)(2)(B)(ii) with respect to Class 8.

GG. Class 9 and 10–Equity Interests in RAAM and Equity Interests in RAAM Debtor Subsidiaries. The Plan is fair and equitable and does not discriminate unfairly as to Class 9 and 10. With respect to a class of *equity interests*, “fair and equitable” includes the requirement that either (i) each impaired equity interest receives or retains, on account of that equity interest, property of a value equal to the greater of the allowed amount of any fixed liquidation preference

⁸ See, e.g., *In re Eagle Bus Mfg., Inc.*, 134 B.R. 584, 601 (Bankr. S.D. Tex. 1991) (confirming chapter 11 plan because, in part, “Plan does not provide disparate treatment for any similar Claims. Unsecured Claims against each estate are treated similarly unless a reasonable basis exists for different treatment”), *aff’d*, 158 B.R. 421 (S.D. Tex. 1993); *In re Sentry Operating Co. of Texas, Inc.*, 264 B.R. 850, 864 (Bankr. S.D. Tex. 2001) (noting that treating trade claims differently than deficiency claim of non-recourse creditor may be justified where “outside of bankruptcy the non-recourse creditor has no expectations of recovery on its deficiency claim”); *In re Houston Regional Sports Network, LP*, No. 13-35998 (Bankr. S.D. Tex. October 30, 2014) (rejecting unfair discrimination objection and stating, “The best interest of the business, if you really sit back and look at this objectively, is to pay trade creditors . . .”).

to which the holder is entitled, any fixed redemption price to which the holder is entitled, *or the value of the equity interest*, or (ii) the holder of any equity interest that is junior to the equity interest of that class will not receive or retain under the plan, on account of that junior equity interest, any property. 11 U.S.C. § 1129(b)(2)(C).

HH. Based on the evidence, the value of the Equity Interests in the Debtors is negative. Accordingly, the first prong of Bankruptcy Code § 1129(b)(2)(C) is satisfied. In addition, no junior classes will receive any property under the Plan, so the second prong of Bankruptcy Code § 1129(b)(2)(C) is also satisfied.

II. Therefore, the Plan may be confirmed as to Classes 1, 2, 3A, 3B, 4, 5, 6, 7, 8, 9 and 10. Upon Confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of all Classes of Claims and Equity Interests, including, but not limited to, Classes 1, 2, 3A, 3B, 4, 5, 6, 7, 8, 9 and 10.

JJ. Only One Plan – 11 U.S.C. § 1129(c). The Bankruptcy Court finds and concludes that, other than the Plan (including previous versions thereof), no other plan has been filed in the Cases. Accordingly, the requirements of Bankruptcy Code § 1129(c) have been satisfied.

KK. Principal Purpose (11 U.S.C. § 1129(d)). No Person, including but not limited to the SEC (as defined below) or any other Governmental Authority, has requested that the Bankruptcy Court deny Confirmation on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of section 5 of the 1933 Act. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the 1933 Act.

LL. Burden of Proof. The Debtors have met their burden of proving the elements of Bankruptcy Code §§ 1129(a) and (b).

Appeal of this Confirmation Order

MM. The reversal or modification on appeal of this Confirmation Order does not affect the validity of the authorizations and transfers contemplated under the Plan with respect to an entity that acquired property or an interest in property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorizations and transfers contemplated under the Plan are stayed pending appeal.

Securities Findings and Conclusions/Exemptions

NN. Issuance of Liquidating Trust Interests. The Liquidating Trust constitutes or will constitute a “successor” and a “newly organized successor” to the Debtors under the Plan solely for purposes of Bankruptcy Code §§ 1145 and 1125(e) and each of the Debtors has participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, sale, issuance and distribution of the Liquidating Trust Interests. With respect to the offer, sale, issuance and distribution of the Liquidating Trust Interests (to the extent such interests and/or rights constitute securities under the 1933 Act or any State or local law) pursuant to the terms of the Plan, (1) neither the Debtors nor the Liquidating Trust are underwriters within the meaning of Bankruptcy Code § 1145(b), (2) the offer, sale, issuance and distribution of the Liquidating Trust Interests shall be pursuant to the Plan, (3) the Liquidating Trust Interests are to be distributed in exchange for Claims against the Debtors, and (4) the Liquidating Trust Interests (to the extent constituting a security under the 1933 Act or any State or local law), constitute securities of a successor or newly organized successor to the Debtors under the Plan for purposes of Bankruptcy Code §§ 1145 and 1125(e). The findings of fact and conclusions of law in this Paragraph shall be binding upon all parties to the Cases, the Debtors, the Liquidating Trust, the Liquidating Trustee, the U.S. Securities and Exchange Commission (the “SEC”), and all other federal, state, and local regulatory enforcement and other agencies.

OO. Exemptions from Recording, Stamp, and Similar Taxes (11 U.S.C. § 1146(a)).

The Bankruptcy Court finds and concludes that, in accordance with Bankruptcy Code § 1146(a), the issuance, transfer, or exchange of any security, and the making or delivery of any instrument of transfer pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment.

Authorizations and Transfers Pursuant to the Plan

PP. Settlement and Releases. Except as otherwise provided in the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Plan, the provisions of the Plan and the Sale Stipulation shall constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, the Debtors. The entry of the Confirmation Order constitutes the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, Holders of Claims and Equity Interests and other parties in interest, and are fair, equitable and within the range of reasonableness.

QQ. Legal Binding Effect. The provisions of the Plan will bind all holders of Claims and Equity Interests and their respective successors and assigns, whether or not they accept the Plan.

RR. Release and Exculpation. The release and exculpation provisions are an integral part of the Plan and represent a valid exercise of the Debtors' business judgment. Pursuing any such claims against the Released Parties is not in the best interest of the Debtors' estates and various constituencies as the costs involved likely would outweigh any potential benefit from pursuing such claims. The failure to affect the release and exculpation provisions of the Plan would impair the Debtors' ability to confirm the Plan, and the release and exculpation provisions of the Plan are fair, equitable and reasonable. Accordingly, the compromises and settlements embodied in the release and exculpation provisions described in Article XIV of the Plan are approved.

SS. Issuance of Liquidating Trust Interests. The issuance and distribution of the Liquidating Trust Interests in accordance with the provisions of the Plan are reasonable and necessary.

TT. Transfer of the Liquidating Trust Assets. The Debtors' transfer of the Liquidating Trust Assets (including, but not limited to, the Causes of Action) to the Liquidating Trust on the Effective Date in accordance with the Plan and the Liquidating Trust Agreement is reasonable and necessary and made in accordance with applicable state law and applicable provisions of the Bankruptcy Code, including Bankruptcy Code §§ 363(b) and 1123(b)(3).

UU. Rejection of Executory Contracts and Unexpired Leases. The rejection of executory contracts and unexpired leases pursuant to the Plan and this Confirmation Order is (i) a sound and reasonable exercise of the Debtors' business judgment, (ii) in the best interests of the Debtors, their Estates, holders of Claims and Equity Interests, and (iii) necessary for the implementation of the Plan.

VV. Plan Documents Valid and Binding. All other documents reasonably necessary to implement the Plan, including, without limitation, the Liquidating Trust Agreement and TSA, have been negotiated in good faith and at arm's length, shall be, upon execution on or after the Effective Date, valid, binding, and enforceable agreements, and are in the best interests of the Debtors and their Estates and have been negotiated in good faith and at arm's length.

WW. Compliance with Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016(a), the Plan is dated and the Debtors that submitted it and filed it are appropriately identified. The filing of the Disclosure Statement with the clerk of this Court satisfies Bankruptcy Rule 3016(b).

The Liquidating Trust Is Not A Successor to the Debtors

XX. Save and except for purposes of compliance with Bankruptcy Code § 1145, the Liquidating Trust and its affiliates, successors, or assigns is not, as a result of actions taken in connection with the Plan, a successor to any of the Debtors or a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors. The Liquidating Trust shall be deemed to be a successor to the Debtors only for purposes of compliance with Bankruptcy Code § 1145 and for no other reason under any state or federal law.

Miscellaneous Provisions

YY. Best Interests of Persons. Confirmation of the Plan is in the best interests of the Debtors and their Estates.

ZZ. Findings of Fact and Conclusions of Law on the Record. All findings of fact and conclusions of law announced by this Bankruptcy Court on the record in connection with Confirmation of the Plan or otherwise at the Confirmation Hearing are incorporated herein by reference. To the extent that any of the findings of fact or conclusions of law constitutes an order of this Court, they are adopted as such.

ORDER

Based on the foregoing findings of fact and conclusions of law, it is hereby **ORDERED** that:

1. Confirmation of Plan. The Plan, as modified herein, is **APPROVED** and **CONFIRMED** under Bankruptcy Code § 1129. Except as otherwise set forth in this Confirmation Order, the Plan is valid and enforceable pursuant to its terms and the terms of the Plan are incorporated by reference into and are an integral part of this Confirmation Order.

2. Objections Overruled. All objections that have not been withdrawn, waived, or settled are **OVERRULED** on the merits.

3. Approval of Plan Documents. The form and substance of the Plan Documents, as reflected in the Plan Supplement or otherwise (including all exhibits and attachments thereto and documents referred to therein), including without limitation, the Liquidating Trust Agreement and the TSA, are hereby **APPROVED**. The execution, delivery, and performance by the Debtors, the Liquidating Trustee, and the Liquidating Trust of the Plan Documents are authorized and approved without the need for further corporate or other organizational action or further Order or authorization of the Bankruptcy Court. The Debtors are authorized and empowered to make any and all modifications to any and all documents included as part of the Plan and Plan Supplement that may be agreed to by the parties thereto and that are consistent with the Plan and the terms of this Confirmation Order.

4. Authority.

- a. The Debtors, the Liquidating Trustee, and the Liquidating Trust are authorized and empowered to take such actions and do all things as may be necessary or required to implement and effectuate the Plan, the transfer to the Liquidating Trust of the Liquidating Trust Assets, the Liquidating Trust Agreement and this Confirmation Order.

- b. The Debtors, the Liquidating Trustee, the Liquidating Trust, and their respective directors, officers, partners, members, managers, trustees, agents, representatives, and attorneys, are authorized, empowered, and ordered to carry out all of the provisions of the Plan, to issue, execute, deliver, file and record, as appropriate, any instrument, or perform any act necessary to implement, effectuate, or consummate the Plan and this Confirmation Order, and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents (collectively, "Documents"), and to perform such other acts and execute and deliver such other Documents as are required by, consistent with and necessary or appropriate to implement, effectuate, or consummate the Plan and this Confirmation Order and the transfers contemplated thereby and hereby, all without the requirement of further application to, or order of, the Bankruptcy Court or further action by their respective directors, stockholders, managers, members, or other beneficiaries, and with the like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, managers, members, or other beneficiaries of such entities.
- c. The Debtors are further authorized, empowered, and ordered to enter into and, if applicable, cause to be filed with the Secretary of State or other applicable officials of any applicable Governmental Authority any and all amended and/or restated certificates or articles of incorporation, organization, or formation or amendments to limited liability company agreements, operating agreements, or regulations and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable Governmental Authorities with respect to compliance with Bankruptcy Code § 1123(a)(6).
- d. This Confirmation Order shall constitute all approvals and consents, if any, required by all applicable business organization, corporation, trust, and other laws of the applicable Governmental Authorities with respect to the implementation and consummation of the Plan and all actions authorized by this Confirmation Order.
- e. Any officer of the Debtors and, from and after the Effective Date, the Liquidating Trustee are authorized to execute and perform, for and on behalf of each Debtor, any and all Documents and other instruments referred to in the foregoing clauses (b) and (c) and to certify or attest to any of the foregoing actions taken by the Debtors. The execution of any such Document or instrument or the taking of any such action by any officer of the Debtors or, from and after the Effective Date, the Liquidating Trustee, shall be, and hereby is, deemed conclusive evidence of the authority of such action.

- f. As of the Effective Date, the Liquidating Trustee (as trustee of the Liquidating Trust) is hereby irrevocably appointed as the Debtors' attorney-in-fact (which appointment as attorney-in-fact shall be coupled with an interest), with full authority in the place and stead of each Debtor and in the name of each Debtor to take any action and to execute any instrument that the Liquidating Trustee, in the Liquidating Trustee's discretion, may deem to be necessary or advisable to convey, transfer, vest, perfect, and confirm title of the Liquidating Trust Assets, including without limitation to issue, execute, deliver, file, and record such contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents, and to file any claims, to take any action, and to institute any proceedings that the Liquidating Trustee may deem necessary or desirable in furtherance thereof, each solely to the extent and as authorized in the Liquidating Trust Agreement.

- g. All amendments to the certificates of incorporation or formation, the articles of incorporation or organization, the operating agreements, the limited liability company agreements, the partnership agreements, and/or bylaws of any of the Debtors and all other corporate action on behalf of any of the Debtors as may be necessary to put into effect or carry out the terms and intent of the Plan, including, without limitation, any mergers, consolidations, or dissolutions of the Debtors, may be effected, exercised, and taken without further action by the Debtors' directors, officers, managers, and/or members with like effect as if effected, exercised, and taken by unanimous action of the directors, officers, managers, and/or members of the Debtors. The Liquidating Trustee, as authorized signatory of each respective Debtor, is authorized to execute any document, certificate or agreement necessary to effectuate any and all transactions contemplated under the Plan on behalf of such Debtor (including, without limitation, any mergers, consolidations or dissolutions of the Debtors), and file with the Secretary of State of the States of Delaware any articles or certifications of merger or dissolution or such other documents as may be necessary in order to effect such actions, which documents, certificates and agreements shall be binding on the Debtors, all holders of Claims, and all holders of Equity Interests and, upon execution by the Liquidating Trustee as authorized herein, shall have the same force and effect as if approved by all requisite partners, members, managers or Equity Interest holders of each Debtor.

- h. The Liquidating Trust and the Liquidating Trustee shall have no liability or obligation to act with respect to any Abandoned Assets (as defined below). However, if an action is required with respect to an Abandoned Asset, the Liquidating Trustee shall have the option, but not the obligation, to take an action with respect to such Abandoned Asset. Nothing herein shall create any liability of the Liquidating Trustee or the Liquidating

Trust should it decide to decline to take any action respecting any Abandoned Assets.

5. Approval of Liquidating Trust Agreement. The Liquidating Trust Agreement in substantially the form admitted into evidence at the Confirmation Hearing (together with all schedules, addendums, exhibits, annexes, and other attachments thereto and as supplemented, amended, and modified, the “Liquidating Trust Agreement”) is **APPROVED**, and the Debtors, the Liquidating Trustee, and the Liquidating Trust are authorized to take all actions contemplated under the Liquidating Trust Agreement, including making appropriate modifications that do not materially affect substantive rights.

6. Settlements. Each settlement embodied in the Plan and this Confirmation Order between the Debtors and holders of Claims and Equity Interests is **APPROVED** in all respects.

7. Plan Classification Controlling. The terms of the Plan shall govern the classification of Claims and Equity Interests for purposes of the Distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or to reject the Plan; and (b) shall not be binding on the Debtors except for voting purposes.

8. Preservation of Causes of Action. The provisions of Section 4.13 of the Plan are hereby approved in their entirety. The Debtors, the Liquidating Trust, and the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all of their respective Causes of Action against any Person, except as otherwise expressly provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Debtors, the Liquidating Trust, and the Liquidating Trustee, as applicable, expressly reserve all of their respective Causes

of Action for later adjudication. The Debtors must file a supplement further expanding on the retained claims, with the supplement to be filed prior to the Effective Date of the Plan. Any party objecting to the supplement must file an objection within 21 days thereafter.

9. Liquidating Trust Assets; Abandonment. The property of the Debtors' Estates will not revert in the Debtors on or after the Effective Date. Except as otherwise set forth in the Plan or this Confirmation Order, all property of the Estate constituting the Liquidating Trust Assets shall be conveyed and transferred by the Debtors or Reorganized Debtors to the Liquidating Trust on the Effective Date, free and clear of all interests, Claims, Liens and encumbrances, but subject to the Liquidating Trust's obligations under the Plan and the Liquidating Trust Agreement. Except as otherwise set forth in the Plan, from and after the Effective Date, the Liquidating Trust shall perform and pay when due liabilities under, or related to the ownership or operation of, the Liquidating Trust Assets. Notwithstanding anything to the contrary herein or in the Plan, the assets identified in Exhibit E of the Plan Supplement, the *Notice of Abandonment* [Docket No. 357], or that have been otherwise abandoned by the Debtors pursuant to an Order of this Court prior to the Effective Date (collectively, the "Abandoned Assets") shall not be transferred or assigned to, or vested in, the Liquidating Trust or the Reorganized Debtors.

10. Liquidating Trustee; Liquidating Trust Committee; Litigation Committee. Doug Brickley of The Claro Group is hereby approved to serve as the Liquidating Trustee subject to the terms set forth in the Plan, including the Plan Supplement, and the Liquidating Trust Agreement. The Liquidating Trustee is authorized to take the actions contemplated in the Plan, the Liquidating Trust Agreement, and this Confirmation Order. The Liquidating Trustee shall be permitted to pay his fees and expenses and the fees and expenses of his professionals for services rendered in connection with these Cases and the Liquidating Trustee's appointment under the

Plan, the Liquidating Trust Agreement, and this Confirmation Order to the extent permitted by the Plan, the Plan Supplement, and the Liquidating Trust Agreement. Such payments shall be made by the Liquidating Trust from the Liquidating Trust Administrative Expense Reserve in accordance with the Plan and the Liquidating Trust Agreement. Greg White, Jeff Fitts, and Monty Kehl are hereby approved to serve on the Liquidating Trust Committee. Jeff Fitts and Greg White are hereby approved to serve on the Litigation Committee.

11. Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Except to the extent (a) the Debtors previously have assumed, and (if applicable) assigned, or rejected an executory contract or unexpired lease or (b) prior to the Effective Date, the Bankruptcy Court has entered an Order authorizing the assumption, and (if applicable) assignment, of an executory contract or unexpired lease, the Debtors' executory contracts and unexpired leases shall be deemed rejected on the Effective Date, pursuant to Bankruptcy Code §§ 365 and 1123.

12. Authority. All actions and transfers contemplated under the Plan, including but not limited to, any certificates, agreements or other documents or instruments to be executed in connection with the transfer and assignment of the Liquidating Trust Assets to the Liquidating Trust free and clear of interests, Claims, Liens, and encumbrances shall be authorized upon entry of this Confirmation Order without the need of further approvals, notices or meetings of the Debtors' directors, officers, managers, and/or members.

13. Legal Binding Effect. The provisions of the Plan shall bind all holders of Claims and Equity Interests and their respective successors and assigns, whether or not they accept the Plan.

14. Exculpations, Injunction, and Releases. The following exculpations, injunction, and releases, which are also set forth in Article XIV of the Plan, are approved and authorized in their entirety:

15. Exculpation and Limitation of Liability. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, NEITHER THE DEBTORS, THE ESTATES, THE LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, THE FIRST LIEN CREDIT AGREEMENT AGENT, THE FIRST LIEN CREDIT AGREEMENT LENDERS, THE COMMITTEE, THE FORMER AND CURRENT MEMBERS OF THE COMMITTEE (BUT SOLELY IN THEIR CAPACITY AS MEMBERS OF THE COMMITTEE) NOR ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR RELATED PERSONS TO ANY OF THE FORGOING SHALL HAVE ANY RIGHT OF ACTION AGAINST THE DEBTORS, THEIR DIRECTORS AND OFFICERS, THE ESTATES, THE LIQUIDATING TRUSTEE, THE LIQUIDATING TRUST, THE FIRST LIEN CREDIT AGREEMENT AGENT, THE FIRST LIEN CREDIT AGREEMENT LENDERS, THE SENIOR SECURED NOTEHOLDERS, THE SENIOR SECURED NOTES INDENTURE TRUSTEE, THE COMMITTEE, THE FORMER AND CURRENT MEMBERS OF THE COMMITTEE (BUT SOLELY IN THEIR CAPACITY AS MEMBERS OF THE COMMITTEE) OR ANY OF THEIR RESPECTIVE ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, FINANCIAL ADVISORS, OR OTHER PROFESSIONALS, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE CONSUMMATION OF THIS PLAN, THE PREPARATION AND DISTRIBUTION OF THE DISCLOSURE STATEMENT, THE**

ADMINISTRATION OF THE LIQUIDATING TRUST, THIS PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THIS PLAN, OR THE OFFER, ISSUANCE, SALE OR PURCHASE OF A SECURITY OFFERED OR SOLD UNDER THIS PLAN, PROVIDED SUCH EXCULPATED PERSON DID NOT AND DOES NOT ENGAGE IN WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND PROVIDED FURTHER THAT SUCH EXCULPATION SHALL NOT EXTEND TO SUCH EXCULPATED PERSON'S RIGHTS AND OBLIGATIONS UNDER THIS PLAN, THE PLAN DOCUMENTS OR THE LIQUIDATING TRUST AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN THE PLAN OR THE CONFIRMATION ORDER SHALL, OR SHALL BE DEEMED TO, EXCULPATE ANY EXCLUDED PARTY FROM ANY SPECIFIED LITIGATION CLAIM.

16. Injunction Enjoining Holders of Claims Against, and Equity Interests in the Debtors. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THIS CONFIRMATION ORDER, AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE BEEN, ARE, OR MAY BE HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS ARISING ON OR BEFORE THE EFFECTIVE DATE SHALL BE ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST OR AFFECTING THE DEBTORS, THE REORGANIZED DEBTORS, THE LIQUIDATING TRUST, THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS REGARDING SUCH CLAIMS OR EQUITY INTERESTS (OTHER THAN ACTIONS BROUGHT TO

ENFORCE ANY RIGHTS OR OBLIGATIONS UNDER THE PLAN OR ACTIONS RELATED TO OR IN CONNECTION WITH THE SPECIFIED LITIGATION CLAIMS): (I) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, THE LIQUIDATING TRUST COMMITTEE AND THE LITIGATION COMMITTEE (IN EACH CASE, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE PROFESSIONALS), THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS (INCLUDING, ALL SUITS, ACTIONS, AND PROCEEDINGS THAT ARE PENDING ON THE EFFECTIVE DATE, WHICH SHALL BE DEEMED WITHDRAWN AND DISMISSED WITH PREJUDICE); (II) ENFORCING, LEVYING, ATTACHING, COLLECTING, OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES, THE LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, THE LIQUIDATING TRUST COMMITTEE, THE LITIGATION COMMITTEE, AND THEIR RESPECTIVE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE LIQUIDATING TRUST ASSETS, THE REMAINING ASSETS, AND THE ESTATE PROPERTY; (III) CREATING, PERFECTING, OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY LIEN AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, THE LIQUIDATING TRUST COMMITTEE, THE LITIGATION

COMMITTEE, THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS; AND (IV) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN OR THE BANKRUPTCY CODE OR THAT IS AGAINST A RELEASED PARTY FOR A CLAIM OR CAUSE OF ACTION RELEASED HEREUNDER.

17. Releases by the Debtor. Except as otherwise expressly provided in the Plan or this Confirmation Order, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, for the good and valuable consideration provided by each of the Released Parties (which shall include each of (a) Highbridge; (b) the Debtors and the Reorganized Debtors, (c) the current and former members of the Committee (solely in their capacity as members of the Committee), (d) Ace, (e) the Senior Secured Noteholders and the Senior Secured Notes Indenture Trustee; and (f) with respect to each of the foregoing entities in clauses (a) through (e) such person's current and former Affiliates, subsidiaries, officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such), the adequacy of which is hereby confirmed, the Released Parties are deemed released and discharged by the Debtors and their Estates from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their Estates, or Affiliates would have been legally entitled to assert in their own right

(whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtor's restructuring, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of claims and interests prior to or during these chapter 11 cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Liquidating Trust Agreement, the TSA or any related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than, with respect to the Debtors' directors and officers, the Specified Litigation Claims or, with respect to other Released Parties, claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding anything herein to the contrary, nothing in the Plan or this Confirmation Order shall, or shall be deemed to, release any Excluded Party from any Specified Litigation Claim.

18. Releases by Holders of Claims and Equity Interests. Except as otherwise expressly provided in the Plan or this Confirmation Order, as of the Effective Date, each Releasing Party who affirmatively voted to accept the Plan and does not indicate its

election to opt-out of the releases contained in this Section on its Ballot shall for good and valuable consideration is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Claims and Causes of Action, other than the Specified Litigation Claims, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions (including dividends paid), or any restructuring transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the chapter 11 cases, the filing of the chapter 11 cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

19. Exemption from Certain Taxes. In accordance with Bankruptcy Code § 1146(a), none of the issuance, transfer or exchange of any securities under the Plan, the release of any mortgage, deed of trust or other Lien, the making, assignment, filing or recording of any lease or sublease, the transfer of title to or ownership of any of the Debtors' interests in any property, or the making or delivery of any deed, bill of sale or other instrument of transfer under, in furtherance of, or in connection with the Plan, including the releases of Liens contemplated under the Plan, shall be subject to any document recording tax, stamp tax, conveyance fee, sales or use tax, bulk sale tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States. Federal, state and/or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

20. Exemption from Securities Laws. To the extent constituting securities under the 1933 Act, the Liquidating Trust Interests offered, sold, issued and/or distributed pursuant to the Plan are deemed to have been offered, sold, issued and distributed pursuant to Bankruptcy Code § 1145. Pursuant to Bankruptcy Code § 1145, the exemption of the offer and sale of securities from the registration requirements of the 1933 Act, and any state or local law requiring registration for the offer or sale of a security, applies with respect to the Liquidating Trust Interests distributed pursuant to the Plan, to the extent constituting securities under the 1933 Act. Without limiting the generality of the foregoing the offer, sale, issuance, and distribution of the Liquidating Trust Interests to Claimants pursuant to the Plan are and shall be exempt from the requirements of Section 5 of the Securities Act and any State or local law requiring registration

for offer or sale of a security or registration or licensing of an issuer, broker, or dealer thereof pursuant to Bankruptcy Code § 1145(a).

21. Injunctions and Automatic Stay. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court entered as of the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect through and including the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

22. Cancellation of Securities. Unless otherwise provided for in the Plan, on the Effective Date, all promissory notes, stock, instruments, indentures, bonds, agreements, certificates or other documents evidencing, giving rise to, or governing any Equity Interest in, or debt obligation of, the Debtors shall be deemed cancelled and shall represent only the right, if any, to participate in the Distributions contemplated by the Plan. Except as otherwise provided in the Plan, the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged and, with respect to the Equity Interests in the Debtors, retired and thereafter cease to exist, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. Notwithstanding the foregoing and anything else contained in the Plan, the Senior Secured Notes Indenture shall continue in effect solely for the purposes of permitting the Senior Secured Notes Indenture Trustee to maintain or assert any right or charging lien it may have with respect to

Distributions pursuant to the terms of the Plan for its fees and expenses (including fees and expenses of counsel or other agents).

23. Abandonment of Certain Assets. The Abandoned Assets shall be deemed abandoned as of the Effective Date pursuant to Bankruptcy Code § 554 without further order of the Bankruptcy Court. Entry of this Confirmation Order shall constitute (i) approval, pursuant to Bankruptcy Code section 554, of the abandonment of the Gulf of Mexico Federal Oil and Gas Properties and (ii) authorization to relinquish any interest the Debtors' hold in the Gulf of Mexico Federal Oil and Gas Properties. Such abandonment and/or relinquishment does not alter the obligation of the Debtors to comply with laws reasonably designed to protect the public health and safety from identifiable hazards, including, but not limited to, plugging and abandonment obligations (the "Safety Law Obligations") or in any manner extinguish, modify, or otherwise limit (a) the obligations of non-debtor third parties, including without limitation, Ace, for plugging and abandonment obligations (or any other obligations for which they are liable) consistent with the terms of the Ace Bonding Agreement or (b) the rights of the United States to enforce such Safety Laws (and any laws and regulations affecting the Gulf of Mexico Federal Oil and Gas Properties against non-Debtor third parties). For those properties on which Ace has issued a bond securing certain Safety Law Obligations, a schedule of which was included as an exhibit to the Plan Supplement, Ace shall satisfy any valid unpaid Claims against the Debtors on account of work performed in furtherance of the Debtors' plugging and abandonment obligations secured by the Ace Bonding Agreement on either the earlier of (i) the entry of the Sale Stipulation, (ii) in the ordinary course of business, or (iii) as otherwise ordered by the Court.

Miscellaneous Provisions

24. Allowance of Late Ballots. The late returned ballots of Abel Ranches Inc., Island Operating Company, Inc., and Quality Energy Services shall evidence their acceptance of the plan for all purposes other than for a determination of the timely acceptance of the Plan by Class 6.

25. Effective Date Payments. On the Effective Date, the Debtors shall pay any reasonable and documented unpaid professional fees and expenses of Highbridge's professionals, whether such fees and expenses accrued prepetition or postpetition and without further order of the Bankruptcy Court or the requirement for such professionals to file any Fee Application with respect thereto.

26. Agreements to Address Certain Objections Received.

- a. Business Property Lending, Inc. ("BPL") and the Purchaser under the Stalking Horse Agreement continue to work together to resolve BPL's objection to confirmation of the Plan and will reasonably cooperate to provide BPL with sufficient information to complete the transaction. The parties reserve all of their respective rights in connection with BPL's objection and Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "BPL Deed of Trust") on certain real property located in the City of the Woodlands, County of Montgomery, State of Texas commonly known as 10210 Grogan's Mill Road and nothing in this Order shall modify such rights until such date as BPL's objection is resolved. If the parties are unable to resolve BPL's objection, then the BPL objection shall be heard by the Court on or before the Effective Date or such other date as agreed by BPL and the Purchaser.
- b. In addition to any liabilities assumed by Purchaser under the that certain Asset Purchase and Sale Agreement by and between the Debtors, as Sellers, and the Purchaser as Purchasers, dated as of November 6, 2015, as such may be amended, modified or supplemented from time to time (the "Stalking Horse APA"), the Purchaser under the Stalking Horse APA agrees to assume the liability for and to pay on the earlier of: (A) when due in the ordinary course of business; or (B) the Effective Date, if such payment has come due:
 - i. Any valid Claims of holders Mineral and Other Interests (as defined in the Royalty Motion) arising after the Petition Date and before the

Effective Date relating to the Excluded Assets (as defined in the Stalking Horse APA).

- ii. Any valid Claims of trade vendors arising after the Petition Date and before the Effective Date relating to Excluded Assets to the extent that such Claims would have been paid by the Debtors under the Budget (as defined in the Cash Collateral Orders) and the Cash Collateral Orders.
- c. Harris County, Texas, Jasper County, Texas, Montgomery County, Texas, Orange County, Texas, and the Jasper Central Appraisal District (collectively, the "Taxing Authorities") shall retain all liens securing their Claims for unpaid 2015 ad valorem taxes owed by the Debtors until such claims have been paid in full, including statutory interest as set forth under Texas law, if such Claims are paid after January 31, 2016. Post-Effective Date ad valorem taxes of the Taxing Authorities shall be paid by the Purchaser under the Stalking Horse APA when due in the ordinary course of business. Notwithstanding any provisions in the Sale Order or otherwise within the Plan the liens of the Taxing Authorities for ad valorem taxes for the 2016 tax year are expressly retained until paid.
- d. As a result of the Debtors' representations and proof on the record at the Confirmation Hearing regarding the sufficiency of the Debtors' surety bonds issued by Ace, BGI Gulf Coast, LLC and Champion Exploration, LLC (collectively, "Champion"), hereby withdraw any and all objections to the Debtors' proposed sales and confirmation of the Plan;
- e. Any and all administrative claims asserted, held, or potentially held by Champion and related to the Debtors' liability for plugging and abandonment costs are hereby estimated at \$0 for all purposes in these Cases, including, without limitation, with regards to any distributions on account of such asserted, held, or potentially held claims;
- f. Champion shall receive: (i) an allowed claim in the amount of \$13,331.70 for pre-petition working interest/and or royalty Claims regarding properties that are not transferred under the Stalking Horse APA (the "Prepetition Revenue Claim"); and (ii) an allowed administrative expense claim for Champion's post-petition revenue interests on such properties that accrue in the ordinary course of business before the Effective Date (the "Post-Petition Revenue Claim"), which shall be accounted for as soon as that information is available to the Debtors or the purchaser under the Stalking Horse APA. The Prepetition Revenue Claim shall be treated as fully secured and, notwithstanding any provision in the Plan to the contrary, shall be offset against any pre-petition joint interest billings owed by Champion related to such properties;

- g. Claims of Champion as a result of working interest revenue and/or royalties on the properties to be acquired under the Stalking Horse APA shall be paid in the ordinary course of business pursuant to the applicable joint operating agreement by the Debtors (for Claims that accrued before the Effective Date) or the purchaser under the Stalking Horse APA (for Claims that accrued after the Effective Date); provided, however, that the purchaser under the Stalking Horse APA shall assume the liability to pay to Champion any Claims of Champion as a result of working interests revenue and/or royalties earned pursuant to Champion's respective ownership interests that accrued before the Effective Date in the ordinary course of business.
- h. Any amounts owed by Champion to the Debtors (other than on account of plugging and abandonment costs on properties that are being plugged and abandoned by Ace) shall be paid by Champion to the Debtors (for amounts that accrued before the Effective Date) or the Purchaser under the Stalking Horse APA (for amounts that accrued after the Effective Date);
- i. Any amounts owed by Champion for plugging and abandonment costs on properties that are being plugged and abandoned by Ace shall be paid to Ace or such person as Ace designates;
- j. The rights of all parties regarding joint interest billings and any other amounts owed by Champion are preserved and reserved in all respects, and nothing herein shall impair any claims, causes of action, or rights of any party against Champion with respect thereto or any defenses of Champion against such claims, causes of action, or rights of parties.

27. Clarification Regarding Plan Meaning. The General Unsecured Trade Claim class includes Claims on account of Mineral and Other Interests (as defined in the Royalty Motion) arising prior to the Petition Date and not otherwise paid.

28. Reservation of Rights. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained herein or the taking of any action by the Debtors with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors of any kind, including with respect to the holders of Claims or Equity Interests or as to any treatment or classification of any contract or lease.

29. Notice of Effective Date. On or before five Business Days after the occurrence of the Effective Date, the Liquidating Trustee shall file on the docket of the Cases a notice of the

entry of the Confirmation Order, the occurrence of the Effective Date, and such other matters as the Liquidating Trustee deems appropriate or as may be ordered by the Bankruptcy Court.

30. Waiver or Estoppel. Each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated, by virtue of an agreement made with the Debtors or their counsel, or any other Person, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with this Court prior to the Confirmation Date.

31. Non-Occurrence of Effective Date. If Confirmation does not occur, or if the Effective Date does not occur on or prior to 30 days after the Confirmation Date or such later date as is consented to by the Debtors, then (a) the Plan shall be null and void in all respects, (b) settlements or compromises embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), rejections of executory contracts or unexpired leases affected by the Plan, and any documents or agreements executed pursuant to the Plan, shall be deemed null and void, and (c) nothing contained in the Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Person, (ii) prejudice in any manner the rights of the Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

32. References to Plan Provisions. The failure specifically to include or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety (except as otherwise modified in this Confirmation Order).

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

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

35. Modification of the Plan Prior to Substantial Consummation. After the Confirmation Date and prior to the Effective Date of the Plan, the Debtors may, under Bankruptcy Code § 1127(b), (i) amend the Plan so long as such amendment shall not materially and adversely affect the treatment of any holder of a Claim, (ii) institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, and (iii) amend the Plan as may be necessary to carry out the purposes and effects of the Plan so long as such amendment does not materially or adversely affect the treatment of holders of Claims or Equity Interests under the Plan; provided, however, prior notice of any amendment shall be served in accordance with the Bankruptcy Rules or Order of the Bankruptcy Court.

36. Conflicts between Plan and Confirmation Order. If there is any conflict between the Plan (as supplemented by the Plan Supplement) and this Confirmation Order, the terms of this Confirmation Order shall control.

37. Severability of Plan Provisions. Each term and provision of the Plan, as it may be altered or interpreted, is valid and enforceable pursuant to its terms.

38. Retention of Jurisdiction. This Bankruptcy Court's retention of jurisdiction as set forth in Article XV of the Plan is approved. Such retention of jurisdiction does not affect the finality of this Confirmation Order. For the avoidance of doubt, the Bankruptcy Court shall retain jurisdiction over all pending matters, including adversary proceedings.

39. Nonseverable and Mutually Dependent. The provisions of this Confirmation Order are nonseverable and mutually dependent.

40. Recordable Form. This Confirmation Order shall be, and hereby is, declared to be in recordable form and shall be accepted by any filing or recording officer or authority of any applicable Governmental Authority for filing and recording purposes without further or additional orders, certifications or other supporting documents. Further, the Bankruptcy Court authorizes the Liquidating Trustee and the Liquidating Trust, as applicable, to file a memorandum of this Confirmation Order in any appropriate filing or recording office as evidence of the matters herein contained.

41. Waiver of Stay. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 6006(d) (as applicable), the Debtors shall be authorized to consummate the Plan and the transfers contemplated thereby immediately after entry of this Confirmation Order.

42. Final Order. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of the Confirmation Order.

January 19, 2016



Marvin J. Gur
UNITED STATES BANKRUPTCY JUDGE

Submitted By:

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

IN RE:

**RAAM GLOBAL ENERGY
COMPANY, et al.**

DEBTORS.

§
§
§
§
§
§
§

CASE NO. 15-35615

(Chapter 11)

(Jointly Administered)

**DEBTORS' SECOND AMENDED JOINT PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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INTRODUCTION

RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC jointly propose the following plan of liquidation under section 1121(a) of the Bankruptcy Code.

Claims against, and Equity Interests in, the Debtors will be treated as set forth herein. Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtors' history, business, results of operations, risk factors, and a summary and analysis of the Plan. There may also be other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in the Plan or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of the Plan as if set forth in full herein.

ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ARE ENCOURAGED TO READ THE PLAN, THE DISCLOSURE STATEMENT AND OTHER ACCOMPANYING DOCUMENTS CAREFULLY AND IN THEIR ENTIRETY. ALL HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN. TO THE EXTENT OF ANY DISCREPANCIES BETWEEN THE PROVISIONS OF THE DISCLOSURE STATEMENT OR THE OTHER PLAN DOCUMENTS (AS DEFINED BELOW) AND THE PROVISIONS OF THE PLAN, THE PROVISIONS OF THE PLAN SHALL CONTROL.

ARTICLE I DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.01 Scope of Defined Terms; Rules of Construction

For purposes of the Plan, except as expressly defined elsewhere in the Plan or unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings ascribed to them in Section 1.02 of the Plan. Any term used but not defined herein that is defined in the Bankruptcy Code or the Bankruptcy Rules, as the case may be, shall have the meaning ascribed in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.

Section 1.02 Definitions

- (1) "Ace" means Ace American Insurance Company and its Affiliates.
- (2) "Ace Bonding Agreement" means (i) the Agreement of Indemnity dated September 8, 2014, (ii) the Funds Disbursing Agreement dated October 23, 2014 between ACE and Century Exploration New Orleans, LLC, (iii) the related Escrow Agreement with Bank of America as escrow agent, (iv) the bonds issued by Ace on behalf of any or all of the Debtors, and (v) any and all other documents executed in conjunction therewith.

(3) “Ace Claims” means any and all Claims of Ace in these chapter 11 cases.

(4) “Ace Settlement Distribution” means \$1,150,000 funded from the Sale Escrow or Sale Proceeds.

(5) “Administrative Claim(s)” means a Claim(s) against one or more of the Debtors for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including, but not limited to, the U.S. Trustee Fees; and (c) Professional Fee Claims.

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

(7) “Allowed” means, in reference to a Claim or Equity Interest, any Claim or Equity Interest that is not Disputed or Disallowed and: (a) any Claim or Equity Interest or any portion thereof as to which no objection to allowance or request for estimation has been interposed on or before the latter of (i) the Claims Objection Deadline or (ii) the expiration of such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court; (b) any Claim listed on the Schedules as liquidated, non-contingent and undisputed, but only to the amount listed on the Schedules for such Claim; (c) as to which any objection to its allowance has been settled, waived through payment, withdrawn, or denied by a Final Order; (d) as to which liability of the Debtors and the amount thereof has been determined by a Final Order; or (e) that is expressly deemed allowed in a liquidated amount in the Plan; provided, however, that with respect to a General Administrative Claim, “Allowed General Administrative Claim” means a General Administrative Claim as to which a timely request for payment has been made in accordance with Section 2.01 of the Plan (if such written request is required), in each case as to which the Debtors or the Liquidating Trustee, 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. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim from and after the Petition Date. Notwithstanding anything to the contrary herein, no Claim of any entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such entity pays in full the amount that it owes to the applicable Debtor or Reorganized Debtor, as applicable.

(8) “Amended Governance Documents” means any new or amended charter, certificate of incorporation, certificate of formation, bylaws, or limited liability company agreement (or any other applicable formation or organizational documents) of the Reorganized Debtors to be prepared and filed as provided in Section 4.03 of the Plan.

(9) “Avoidance Actions” means any and all actual or potential avoidance, recovery, subordination, or other related Claims and Causes of Action that may be brought by or on behalf of the Debtors or their Estates to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545,

547, 548, 549, 550, 551, 553(b), and 724(a) of the Bankruptcy Code, or applicable non-bankruptcy law which are owned by the Debtors on the Effective Date.

(10) “Ballots” means the ballots accompanying the Disclosure Statement, which were approved by the Disclosure Statement Order (modified, as necessary, based upon the applicable voting party in accordance with the Disclosure Statement Order).

(11) “Balloting Agent” means BMC Group, Inc.

(12) “Bankruptcy Code” means title 11 of the United States Code, codified at 11 U.S.C. §§ 101-1532, as in effect on the Petition Date as heretofore or hereafter amended.

(13) “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

(14) “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Cases or proceedings therein, as the case may be.

(15) “Bar Date(s)” means the applicable date(s) designated by the Bankruptcy Court (or pursuant to Local Rules of the Bankruptcy Court) as the last date for filing proofs of Claims or Equity Interests in the Cases of the respective Debtors.

(16) “Benefit Plans” means all benefit plans, policies and programs sponsored by the Debtors, including, without limitations, all savings plans, 401(k) plans, and health and welfare plans.

(17) “Bonding Program” has the meaning provided in Section 1.04 of the Disclosure Statement.

(18) “Bonding Companies” means ACE and any other company that has issued bonds on behalf of the Debtors.

(19) “Business Day” means any day, excluding Saturdays, Sundays, or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in New York, New York.

(20) “Case(s)” means (a) when used in reference to a particular Debtor or group of Debtors, the chapter 11 case(s) pending for that Debtor or particular group of Debtors, and (b) when used in reference to all of the Debtors, the above-captioned procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

(21) “Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

(22) “Cash Collateral Orders” means the First Interim Cash Collateral Order, the Second Interim Cash Collateral Order, and the Final Cash Collateral Order.

(23) “Causes of Action” means all actions, including Avoidance Actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims, or any other Claims whatsoever, in each case held by the Debtors, whether known or unknown, matured or unmatured, fixed or contingent, liquidated or unliquidated, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, whether asserted directly or derivatively in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Cases, including through the Effective Date which are owned by the Debtors on the Effective Date.

(24) “Century Exploration Houston” means Century Exploration Houston, LLC.

(25) “Century Exploration New Orleans” means Century Exploration New Orleans, LLC.

(26) “Century Exploration Resources” means Century Exploration Resources, LLC.

(27) “Claim” means a claim, whether or not asserted or Allowed, as defined in section 101(5) of the Bankruptcy Code.

(28) “Claimant” means an Entity holding a Claim.

(29) “Claims Agent” means BMC Group, Inc.

(30) “Claims Objection Deadline” means the first Business Day which is at least one-hundred eighty (180) days after the Effective Date, or such other date as may be established or extended by the Bankruptcy Court in accordance with Section 7.01(b) of the Plan.

(31) “Class” means a category of Holders of Claims or Equity Interests as set forth in Article III below pursuant to section 1122(a) of the Bankruptcy Code.

(32) “Collateral” means any property or interest in property of the Debtors’ Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid or unavoidable under the Bankruptcy Code or applicable non-bankruptcy law.

(33) “Committee” means the official committee of unsecured creditors, if any, appointed pursuant to section 1102(a) of the Bankruptcy Code in the Cases.

(34) “Committee Professional Fee Reserve” means a reserve, funded from the Sale Proceeds, in the amount not to exceed \$800,000.00, applied in accordance with section 4.08 of the Plan, to be held by the Liquidating Trustee from which Professional Fee Claims will be paid and satisfied as provided in section 2.03 of the Plan.

(35) “Confirmation” means the entry of the Confirmation Order on the Bankruptcy Court’s docket.

(36) “Confirmation Date” means the date on which the Confirmation Order is entered on the docket in the Cases within the meaning of Bankruptcy Rules 5003 and 9021.

(37) “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

(38) “Confirmation Hearing Date” means the date initially set by the Bankruptcy Court for the Confirmation Hearing.

(39) “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

(40) “Consummation” means the occurrence of the Effective Date.

(41) “Cure Payment” has the meaning set forth in Section 6.066 of the Plan.

(42) “D&O Policies” means all primary and excess insurance policies in effect at the time of filing of the Cases that provide for, among other things, coverage for liability related to the actions or omissions of the Debtors’ directors and officers, or, if applicable, “tail” or “run-off” coverage for such policies.

(43) “Debtor” means, individually, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC, including, where applicable, such entity in its capacity as a debtor in possession in its respective Case pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

(44) “Debtor Professional Fee Reserve” means a reserve, funded from the Sale Proceeds, in the amount not to exceed \$3,200,000.00, applied in accordance with section 4.08 of the Plan, to be held by the Liquidating Trustee from which Professional Fee Claims will be paid and satisfied as provided in section 2.03 of the Plan.

(45) “Debtors” means, collectively, each Debtor, including, where applicable, such entities in their capacity as debtors in possession in the Cases pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

(46) “Disallowed Claim” means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which no Proof of Claim or request for payment has been filed or deemed timely filed by the applicable Bar Date, or (c) is not Scheduled and as to which no Proof of Claim or request for payment has been filed or deemed timely filed by the applicable Bar Date.

(47) “Disallowed Equity Interest” means an Equity Interest that has been disallowed by a Final Order.

(48) “Disbursing Agent” means, as applicable, (a) the Liquidating Trustee, or (b) the Entity or Entities selected by the Debtors, or the Liquidating Trustee, as applicable, to make or facilitate Distributions pursuant to the Plan.

(49) “Disclosure Statement” means the Second Amended Disclosure Statement Relating to the Debtors’ Second Amended Joint Plan of Liquidation dated as of December 21, 2015 as the same may be amended, modified or supplemented from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125(b) of the Bankruptcy Code.

(50) “Disputed” means, in reference to a Claim or Equity Interest, any Claim or Equity Interest, or any portion thereof, not Disallowed, not paid pursuant to either the Plan or Final Order of the Bankruptcy Court, and (a) which has been or hereafter is listed on the Schedules as unliquidated, contingent, or disputed, and which has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court, (b) proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim or Equity Interest was not timely or properly filed, (c) proof of which was timely and properly filed and which has been or hereafter is listed on the Schedules as unliquidated, disputed or contingent, (d) proof of which has been timely and properly filed but such Claim has been designated on the proof of Claim as unliquidated, contingent, or disputed, or in zero or unknown amount and has not been resolved by written agreement of the parties or a Final Order of the Bankruptcy Court; (e) that is disputed in accordance with the provisions of the Plan, or (f) as to which the Debtors, the Disbursing Agent or the Liquidating Trustee, as applicable, have interposed a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any orders of the Bankruptcy Court, or is otherwise disputed by the Debtors, the Disbursing Agent or the Liquidating Trustee, as applicable, in accordance with applicable non-bankruptcy law including any action or proceeding pending in a non-bankruptcy forum, which objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order; provided, however, that for purposes of determining whether a particular Claim or Equity Interest is a Disputed Claim or Disputed Equity Interest prior to the expiration of any period of limitation fixed for the interposition by the Debtors or the Liquidating Trustee, as applicable, of objections to the allowance of Claims or Equity Interests, any Claim or Equity Interest that is not an Allowed Claim or Allowed Equity Interest shall be deemed Disputed.

(51) “Distribution” means the payment or distribution under the Plan of cash, assets, securities or instruments evidencing an obligation under the Plan or other consideration on property of any nature to any Holder of an Allowed Claim or Allowed Equity Interest.

(52) “Distribution Date(s)” means the date or dates, occurring on or as soon as reasonably practicable after the Effective Date, upon which Distributions are made pursuant to the terms of the Plan to Holders of Allowed Claims; provided, however, that should such Allowed Claims be paid in the ordinary course of business, the Distribution Date shall be the date such Allowed Claim becomes payable under the terms of any contract or agreement or applicable non-bankruptcy law.

(53) “Distribution Record Date” means the record date for purposes of making Distributions under the Plan, which shall be the Effective Date.

(54) “Effective Date” means the first Business Day on which all conditions set forth in Section 8.03 of the Plan have been satisfied or waived as permitted hereunder.

(55) “Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

(56) “Equity Interests” means an (a) ownership interest in a corporation, whether or not transferable or denominated “stock” or similar security; (b) ownership interest of a limited partner in a limited partnership; (c) ownership interest of a general partner in a partnership; (d) ownership interest of a joint venture partner in a joint venture; (e) ownership interest of a member in a limited liability company; (f) ownership interest in an entity not covered by (a) through (e) above; or (g) any warrant, option, or right, contractual or otherwise, to acquire or receive the interests in (a) through (f) above.

(57) “Escrow Account” means that certain escrow account created pursuant to the Ace Bonding Agreement for the benefit which held approximately \$9.9mm as of the Petition Date.

(58) “Estate” means, as to each Debtor, the estate created for such Debtor in its respective Case pursuant to section 541 of the Bankruptcy Code.

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

(60) “Excluded Parties” means a list of certain of the Debtors’ current and former officers and directors, which list shall be included as an exhibit to the Plan Supplement, be consistent in all respects with the Sale Stipulation, and be otherwise acceptable to Highbridge, the Committee, and the Senior Secured Noteholders Ad Hoc Group.

(61) “Executory Contracts” mean executory contracts and unexpired leases (to which any Debtor is a party) as such terms are used in Bankruptcy Code section 365, including any amendments, supplements, modifications or restatements thereof or thereto.

(62) “Fee Application” means an application to the Bankruptcy Court for allowance of a Professional Fee Claim pursuant to §§ 328 or 330 of the Bankruptcy Code and Bankruptcy Rule 2016(a).

(63) “Final Cash Collateral Order” means the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363 and 507, Bankruptcy Rules 2002, 4001 and 9014 and Local Bankruptcy Rule 4001-2 (I) Authorizing Debtors’ Limited Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, and (III) Modifying the Automatic Stay* [Docket No. [184], as may be amended, modified, or supplemented by the Bankruptcy Court from time to time.

(64) “Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Cases (or the docket of such other court), which is and remains in full force and effect, has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, re-argument or rehearing shall then be pending or (b) if an appeal, writ of certiorari new trial, re-argument or rehearing thereof has been sought, such order or judgment of the Bankruptcy

Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

(65) “First Interim Cash Collateral Order” means the *Interim Order Authorizing Use of Cash Collateral* [Docket No. 40].

(66) “First Lien Credit Agreement” means that certain Fifth Amended and Restated Credit Agreement, dated September 12, 2014 (as amended, supplemented or otherwise modified), by and among Century Exploration New Orleans, Century Exploration Houston, Century Exploration Resources, the First Lien Credit Agreement Agent, and the First Lien Credit Agreement Lenders.

(67) “First Lien Credit Agreement Agent” means Wilmington Trust, National Association, as administrative agent under the First Lien Credit Agreement.

(68) “First Lien Credit Agreement Amendment” means an amendment to the First Lien Credit Agreement as set forth in the Plan Supplement and on the terms set forth in Section 4.05 of the Plan.

(69) “First Lien Credit Agreement Claims” means any and all Claims held by the First Lien Credit Agreement Agent and the First Lien Credit Agreement Lenders against any Debtor arising under or related to the First Lien Credit Agreement Loan Documents and the Cash Collateral Orders, including, without limitation, any First Lien Credit Agreement Guaranty Claims and any “First Lien Adequate Protection Claims” (as defined in the Cash Collateral Orders).

(70) “First Lien Credit Agreement Collateral” means the Collateral pledged by the Debtors under the First Lien Credit Agreement Collateral Documents.

(71) “First Lien Credit Agreement Collateral Documents” means any and all documents executed by any Debtor evidencing a pledge of, or granting a security interest or lien in Collateral to secure the First Lien Credit Agreement Claims.

(72) “First Lien Credit Agreement Guarantor” means any Debtor that has guaranteed the obligations under the First Lien Credit Agreement Loan Documents.

(73) “First Lien Credit Agreement Guaranty Claims” means any and all Claims against any First Lien Credit Agreement Guarantor for obligations arising under the First Lien Credit Agreement Loan Documents.

(74) “First Lien Credit Agreement Lender(s)” means the financial institutions or other Persons from time to time that are parties, as lenders, to the First Lien Credit Agreement.

(75) “First Lien Credit Agreement Loan Documents” means the First Lien Credit Agreement, the First Lien Credit Agreement Collateral Documents, the Intercreditor Agreement and any and all other documents evidencing obligations of the Debtors arising under or related to the First Lien Credit Agreement.

(76) “General Unsecured Non-Trade Claim” means any prepetition Unsecured Claim against any of the Debtors that is not (a) a General Unsecured Trade Claim, (b) a Priority Tax Claim, (c) an Other Priority Claim, (d) Ace Claims, and (e) claims related to plugging and abandonment obligations.

(77) “General Administrative Claim” means an Administrative Claim other than Administrative Claims covered by Sections 2.02, 2.03, and 2.04 of the Plan.

(78) “General Administrative Claim Bar Date” means the date set by the Bankruptcy Court for filing applications for the allowance and payment of General Administrative Claims.

(79) “General Unsecured Trade Claim” means any prepetition Unsecured Claim against any of the Debtors for goods or services provided to the Debtors in the ordinary course of operating their business that is not (a) a Priority Tax Claim; (b) an Other Priority Claim; (c) a claim related to any professional fees incurred by any of the Debtors prior to the Petition Date, including without limitation, any claims by Moelis & Company LLC under any engagement letter entered into by the Debtors prior to the Petition Date for financial advisory, investment banking or similar services; (d) any unsecured deficiency claim arising out of the First Lien Credit Agreement Loan Documents or the Senior Secured Note; (e) Ace Claims; and (f) claims related to plugging and abandonment obligations. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant General Unsecured Trade Claim, including, without limitation, subsection 502(b)(6) and subsection 502(b)(7) thereof.

(80) “General Unsecured Trade Claim Settlement Distribution” means an amount funded from the Sale Escrow or Sale Proceeds equal to \$800,000, minus 57.5% of the aggregate amount of any General Unsecured Trade Claims (other than any General Unsecured Claims solely on account of Mineral and Other Interests (as defined in the Royalty Motion), with any such characterization subject to the consent of Highbridge and the Committee) satisfied by the Debtors or Highbridge on or before the Effective Date, whether through any motion filed by the Debtors or through Cure Payments paid by Purchaser.

(81) “Governance Documents” means any charter, certificate of incorporation, certificate of formation, bylaws, limited liability company agreements (or any other formation and organizational documents) of the Debtors in effect as of the Petition Date.

(82) “Gulf of Mexico Federal Oil and Gas Properties” means any rights, interests and title held by any of the Debtors in and to the oil and gas leases more particularly described in the Plan Supplement, and including, without limitation, any personal property, fixtures, easements,

pipelines, permits or other property of any nature related thereto, including, without limitations, any amendments or supplements to such Exhibit.

(83) “Holder(s)” means the beneficial holder(s) of any Claim or Equity Interest.

(84) “Highbridge” means Highbridge Principal Strategies, LLC.

(85) “Impaired” means, when used with reference to a Claim or Equity Interest, a Claim or Equity Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

(86) “Intercreditor Agreement” means that certain Intercreditor Agreement, dated September 24, 2010, by and among the First Lien Credit Agreement Agent, the Senior Secured Notes Indenture Trustee, Century Exploration New Orleans, Century Exploration Houston, and RAAM, as amended, modified, or supplemented from time to time.

(87) “Intercompany Claims” means any and all Claims owed to or by one Debtor to or by another Debtor.

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

(89) “Liquidating Trust” means the liquidating trust created as provided in the Plan pursuant to the Liquidating Trust Agreement for the benefit of the Liquidating Trust Beneficiaries.

(90) “Liquidating Trust Agreement” means an agreement establishing the Liquidating Trust to be executed by the Debtors and the Liquidating Trustee, in substantially the same form as subsequently filed with the Plan Supplement, as may be amended from time to time. The Liquidating Trust Agreement shall be in form and substance acceptable to Highbridge, the Committee, and the Senior Secured Noteholders Ad Hoc Group (or as approved by the Bankruptcy Court if such Entities cannot mutually agree on the terms and conditions of the Liquidating Trust Agreement).

(91) “Liquidating Trust Assets” means, collectively: (a) any amounts in the Sale Escrow as of the Effective Date, less any amounts distributed in accordance with the Plan; (b) the Specified Litigation Claims and the Litigation Recoveries, and (c) all other property of the Estates, including Causes of Action, not otherwise assigned to the Purchaser in accordance with the Purchase Agreement or released or settled under the Plan.

(92) “Liquidating Trust Beneficiaries” mean, collectively, Ace, the holders of Class 2 First Lien Credit Agreement Claims, the holders of Class 3A Senior Secured Notes Claims, the holders of Class 3B Senior Secured Notes Deficiency Claims, the holders of Class 5 General Unsecured Trade Claims and the holders of Class 6 General Unsecured Non-Trade Claims.

(93) “Liquidating Trust Committee” means the committee established upon the Effective Date and selected by the Committee, with the written consent of Highbridge and the Senior Secured Noteholders Ad Hoc Group, to monitor and supervise the Liquidating Trustee’s administration of the Liquidating Trust and to take such other actions as are set forth in this Plan, the Liquidating Trust Agreement and the Confirmation Order or as may be approved by the Bankruptcy Court.

(94) “Liquidating Trust Expenses” means the operating expenses of the Liquidating Trust and the Liquidating Trustee incurred in performing the duties under the Liquidating Trust Agreement.

(95) “Liquidating Trust Administrative Expenses Reserve” means an amount reserved from the Sale Escrow or Sale Proceeds in the amount of \$100,000, established by the Liquidating Trustee as provided in Section 4.08 of the Plan to pay any General Administrative Claims or Other Priority Claims in accordance with the Plan and expenses of the Liquidating Trust; provided, however, that the Liquidating Trust Administrative Expenses Reserve shall be increased in an amount equal to the unused portion of the Committee Professional Fee Reserve allocated for the allowed fees and expenses of the Committee’s Professionals, in an amount not to exceed \$50,000.

(96) “Liquidating Trust Interests” means, with respect to the Liquidating Trust, the interests created in the Liquidating Trust which entitles the holders thereof to Distributions in accordance with the Liquidating Trust Agreement.

(97) “Liquidating Trustee” means the trustee of the Liquidating Trust and any successor to that trustee, in each case which trustee shall be acceptable to Highbridge, the Committee, and the Senior Secured Noteholders Ad Hoc Group (or as approved by the Bankruptcy Court if such Entities cannot mutually agree on the trustee).

(98) “Litigation Recoveries” means the proceeds and recoveries from the Specified Litigation Claims.

(99) “Litigation Committee” means the committee consisting of a representative appointed by the Senior Secured Noteholders Ad Hoc Group and a representative of Highbridge which shall have the sole authority (on the terms set forth in the Liquidating Trust Agreement) to make decisions related to, or to otherwise settle, the Specified Litigation Claims.

(100) “New Equity Interests” means Equity Interests in the Reorganized Debtors.

(101) “Old RAAM Equity Interests” means the Equity Interests in RAAM existing immediately prior to the Effective Date.

(102) “Other Priority Claims” means a Claim entitled to priority under sections 507(a)(3), (4), (5), (6), (7) and/or (9) of the Bankruptcy Code.

(103) “Other Secured Claim” means any Secured Claim, including Claims secured by properly perfected mechanics’, materialmen’s, or similar liens, against property of any Debtor,

but excluding the First Lien Credit Agreement Claims, the Senior Secured Notes Claims and the Senior Secured Notes Deficiency Claims

(104) “Person” means an individual, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or an agreed or political subdivision thereof) or other entity of any kind.

(105) “Petition Date” means October 26, 2015, the date on which each of the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

(106) “Plan” means this joint plan of liquidation, the Plan Supplement and all exhibits and schedules annexed hereto or referenced herein, as may be amended, modified or supplemented from time-to-time.

(107) “Plan Sale” means a sale transaction, if any, of substantially all of the Debtors’ assets in accordance with the Bidding Procedures on the terms set forth in the Purchase Agreement that is effectuated through this Plan pursuant to sections 363 and 1123 of the Bankruptcy Code.

(108) “Plan Documents” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, the Plan, including, without limitation, the Disclosure Statement, the Disclosure Statement Order, the Plan, the Plan Supplement, the Liquidating Trust Agreement and each of the exhibits and schedules to the Plan.

(109) “Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits to the Plan to be filed with the Bankruptcy Court not later than ten (10) days prior to the Confirmation Hearing Date or such later date as may be approved by the Bankruptcy Court, as they may be altered, amended, modified or supplemented from time to time.

(110) “Prior Liens” means any valid, perfected and unavoidable Liens of any secured creditor existing on the Petition Date that are senior in priority under applicable law to First Lien Credit Agreement Agent’s or the First Lien Credit Agreement Lenders’ Liens.

(111) “Prior Settlements” has the meaning set forth in Article XIII of the Plan.

(112) “Priority Tax Claim” means a Claim that is entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

(113) “Pro Rata” means the proportion that the amount of a Claim or Equity Interest in a particular Class bears to the aggregate amount of all Claims (including Disputed Claims, but excluding Disallowed Claims) or all Equity Interests (including Disputed Equity Interests, but excluding Disallowed Equity Interests) in such Class, unless the Plan provides otherwise.

(114) “Professional” means any professional (a) employed in the Cases pursuant to sections 327, 328, or 1103 of the Bankruptcy Code and to be compensated for services rendered

pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code or (b) seeking compensation and reimbursement pursuant to section 503(b)(4) of the Bankruptcy Code.

(115) “Professional Fee Bar Date” means the first business day that is 30 days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

(116) “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of expenses relating to services after the Petition Date through the Effective Date.

(117) “Professional Fee Reserve” means, collectively the Debtor Professional Fee Reserve and the Committee Professional Fee Reserve.

(118) “Proof of Claim” means a written statement setting forth a Creditor’s Claim and comparing substantially to the official form.

(119) “Purchase Agreement” means that certain Asset Purchase and Sale Agreement by and between the Debtors, as Sellers, and the Purchaser as Purchasers, dated as of November 6, 2015, as such may be amended, modified or supplemented from time to time, or such other purchase agreement that is approved by Final Order of the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code.

(120) “Purchaser” means the entity acquiring the Debtors’ assets pursuant to the Purchase Agreement and the Plan Sale, as approved in a Final Order by the Bankruptcy Court.

(121) “RAAM” means RAAM Global Energy Company.

(122) “RAAM Debtor Subsidiaries” means Century Exploration Houston, Century Exploration New Orleans, and Century Exploration Resources.

(123) “Related Persons” means, with respect to any Person, such Person’s predecessors, successors, assigns (whether by operation of law or otherwise) and present and former Affiliates 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, investment bankers, investment advisors, consultants, representatives, and other professionals, in each case serving in such capacity as of the Effective Date, and any Person claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

(124) “Released Party” means each of: (a) Highbridge; (b) the Debtors and the Reorganized Debtors, (c) the members of the Committee (solely in their capacity as members of the Committee), (d) Ace, (e) the Senior Secured Noteholders and the Senior Secured Notes Indenture Trustee; and (f) with respect to each of the foregoing entities in clauses (a) through (e), such person’s current and former Affiliates, subsidiaries, officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such. Notwithstanding the foregoing, Released Party shall not include any issuer of a D&O Policy in such capacity.

(125) “Releasing Party” means each of: (a) the Holders of Claims; (b) the Holders of Equity Interests; (c) the Committee; (d) the Senior Secured Noteholders Ad Hoc Group; and (e) with respect to each of the foregoing entities in clauses (a) through (d), such person’s current and former Affiliates, subsidiaries, officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such.

(126) “Reorganized Debtors” means the Debtors as reorganized under the Plan after the Effective Date, the equity interests of which shall constitute Liquidating Trust Assets.

(127) “Royalty Motion” means the *Emergency Motion for Authority to Pay Royalty and Working Interest Obligations, Lease Operating Expenses, JIBs, and Trade, and Potential Holders of Statutory Liens* [Docket No. 16].

(128) “Safety Law Obligations” has the meaning provided in Section 4.14 of the Plan.

(129) “Sale Escrow” means the escrow funded from the Sale Proceeds in an amount necessary to effectuate the settlements contained in the Sale Stipulation, including the reserves and distribution funds as provided in Section 4.08, among other sections, of the Plan.

(130) “Sale Proceeds” means, in the event of a Plan Sale, any proceeds of the Plan Sale, including pursuant to a credit bid approved by the Bankruptcy Court, less any amounts funded into the Sale Escrow.

(131) “Sale Stipulation” means that certain stipulation, dated as of December 21, 2015, by and among the Debtors, Highbridge, Senior Secured Noteholders Ad Hoc Group, the Committee, and Ace, a copy of which was annexed to the Disclosure Statement.

(132) “Schedules” means the schedules of assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(b), as such schedules or statements may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

(133) “Second Interim Cash Collateral Order” means the *Second Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363 and 507, Bankruptcy Rules 2002, 4001 and 9014 and Local Bankruptcy Rule 4001-2 (I) Authorizing Debtors’ Limited Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Scheduling a Final Hearing* [Docket No. 131].

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

(135) “Securities Act” means the Securities Act of 1933, 15 U.S.C. §§ 77[c]-77aa, as now in effect or hereafter amended, any rules and regulations promulgated thereunder, or any similar federal, state or local law.

(136) “Senior Secured Noteholders” means the Holders of the Senior Secured Notes.

(137) “Senior Secured Noteholders Ad Hoc Group” means the group of certain Senior Secured Noteholders represented by Latham & Watkins LLP.

(138) “Senior Secured Notes” means \$238 million face amount of 12.5% senior secured notes due 2015 issued pursuant to the Senior Secured Notes Indenture.

(139) “Senior Secured Notes Allowed Claims” means the aggregate Allowed Claim of the Senior Secured Notes Claims and the Senior Secured Notes Deficiency Claims which shall be Allowed in an aggregate amount of not less than \$263,400,000.00, and without the need or requirement for any person or entity to file any proof of claim with respect thereto; provided, however, that the Committee shall have twenty (20) days from the effective date of the Sale Stipulation to object to the amount of such claim and if no such objection is filed within such date than the Senior Secured Notes Claims and Senior Secured Notes Deficiency Claims shall be allowed in the aggregate amount of \$263,400,000.00.

(140) “Senior Secured Notes Claims” means any and all Claims held by Holders of the Senior Secured Notes against any Debtor pursuant to the Senior Secured Notes Indenture, including any Senior Secured Notes Guaranty Claims, to the extent of the value of the Senior Secured Notes Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; provided, however, that the Senior Secured Notes Claim shall not include the Senior Secured Notes Deficiency Claim.

(141) “Senior Secured Notes Collateral” means the Collateral pledged by the Debtors under the Senior Secured Notes Collateral Documents.

(142) “Senior Secured Notes Collateral Documents” means any and all documents executed by any Debtor evidencing a pledge of, or granting a security interest or lien in Collateral to secure the Senior Secured Notes Claims.

(143) “Senior Secured Notes Deficiency Claims” means the Senior Secured Notes Claim less the amount of Sale Proceeds (if any) that are actually received by the Holders of the Senior Secured Notes Claim in accordance with the Plan.

(144) “Senior Secured Notes Guarantor” means any Debtor that has guaranteed the obligations under the Senior Secured Notes Loan Documents.

(145) “Senior Secured Notes Guaranty Claims” means any and all Claims against any Senior Secured Notes Guarantor for obligations arising under the Senior Secured Notes Loan Documents.

(146) “Senior Secured Notes Indenture” means that certain Indenture, dated September 24, 2010, as supplemented by that certain First Supplemental Indenture, dated

July 15, 2011, that certain Second Supplemental Indenture, dated April 11, 2013, and that certain Third Supplemental Indenture, dated April 11, 2013.

(147) “Senior Secured Notes Indenture Trustee” means the indenture trustee under the Senior Secured Notes Indenture.

(148) “Senior Secured Notes Loan Documents” means the Senior Secured Notes Indenture, Senior Secured Notes Collateral Documents, Intercreditor Agreement and any and all other documents evidencing obligations of the Debtors arising under or related to the Senior Secured Notes Indenture.

(149) “Setoff Claim” means a Claim of a Holder that has a valid right of setoff with respect to such Claim, which right is enforceable under section 553 of the Bankruptcy Code as determined by a Final Order or as agreed in writing by the Debtors, to the extent subject to such right of setoff.

(150) “Specified Litigation Claims” means Causes of Actions of the Debtors against any of the Excluded Parties, in their capacity as current or former directors and officers of the Debtors, that (a) result in a final judgment against an Excluded Party for either actual fraud, willful misconduct, or gross negligence and/or (b) are covered under the D&O Policies; provided, however, that any recovery from such Causes of Action set forth in clause (b) shall be limited to the amount of coverage available under the D&O Policies at the time of such recovery, and amounts in excess of the then remaining coverage shall not, for the avoidance doubt, be collected from any of the Excluded Parties.

(151) “Stamp or Similar Tax” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any governmental unit.

(152) “Substantial Contribution Claim” means a claim for compensation or reimbursement of costs and expenses incurred in making a substantial contribution in the Cases pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code.

(153) “Term Loans” means the term loans incurred under the First Lien Credit Agreement.

(154) “Unimpaired” means a Claim or Equity Interest that is not Impaired.

(155) “Unsecured Claim” means any Claim that is neither Secured nor entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court, including any claim arising from rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

(156) “U.S. Trustee” means the United States Trustee for the Southern District of Texas.

(157) “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

(158) “Voting Deadline” means January 12, 2016, the date and time by which votes to accept or reject the Plan must be received by the Balloting Agent.

(159) “Voting Record Date” means December 22, 2015, the date for the determination of Holders of Claims and Equity Interests entitled to receive the solicitation package and vote to accept or reject the Plan.

Section 1.03 Rules of Interpretation

For purposes of the Plan, (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules, and Exhibits are references to Sections, Articles, Schedules, and Exhibits of or to the Plan, (d) the words “*herein*,” “*hereto*” and “*hereof*” refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, (f) the word including shall mean, “including, without limitation,” and (g) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

Section 1.04 Computation of Time

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

Section 1.05 Reference to Monetary Figures

Unless noted otherwise, all references in the Plan to monetary figures shall refer to the legal currency of the United States of America.

Section 1.06 Reference to Debtors or Reorganized Debtors

Unless specifically provided otherwise in the Plan, references to the Debtors or Reorganized Debtors shall mean the Debtors (or a Debtor) and/or Reorganized Debtors (or a Reorganized Debtor), as the context may require.

ARTICLE II UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of

Claims and Equity Interests set forth in Article III hereof. These unclassified Claims are unimpaired and treated as follows:

Section 2.01 General Administrative Claims

Except as otherwise set forth in this Article II, each holder of a General Administrative Claim that, in accordance with the Purchase Agreement, is not related to the Assets (as defined in the Purchase Agreement) shall be required to file with the Bankruptcy Court, and to serve upon all parties required to receive notice, an application for allowance of such General Administrative Claim on or before the General Administrative Claims Bar Date or be forever barred and discharged from doing so. The General Administrative Claims subject to the General Administrative Claims Bar Date include (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, and (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. A General Administrative Claim with respect to which an application has been properly and timely filed pursuant to this Section 2.01 shall be treated and paid as a General Administrative Claim only to the extent allowed by Final Order; provided, however, that General Administrative Claims incurred and paid by any Debtor or the Liquidating Trustee in the ordinary course on and after the Petition Date and General Administrative Claims related to the Assets, and in accordance with the Purchase Agreement, shall be deemed Allowed Claims and shall not be required to submit applications for approval of General Administrative Claims. For the avoidance of doubt, Holders of General Administrative Claims pursuant to section 503(b)(9) of the Bankruptcy Code shall be required to file a proof of General Administrative Claim on or before the General Administrative Claims Bar Date.

Unless otherwise agreed to by the Holder of such Claim and the Debtor, as applicable, each Holder of an Allowed General Administrative Claim will receive, in exchange for full and final satisfaction, settlement, release, and compromise of its Claim, either (A) if related to the Assets, and as provided for in the Purchase Agreement, payment in full in cash by the Purchaser in the ordinary course of business or (B) otherwise, payment in cash from the Liquidating Trust Administrative Expense Reserve either: (a) on the Effective Date; (b) if the General Administrative Claim is not Allowed as of the Effective Date, 60 days after the date on which an order allowing such General Administrative Claim becomes a Final Order, or as soon thereafter as reasonably practicable; or (c) if the General Administrative Claim is based on a liability incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Administrative Claim, without any further action by the Holders of such Allowed General Administrative Claim, and without any further notice to or action, order, or approval of the Bankruptcy Court.

Section 2.02 Treatment of Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim

shall be treated by either (A) if provided for in the Purchase Agreement, payment in full in cash by the Purchaser or (B) otherwise, payment in cash by the Liquidating Trustee from the Liquidating Trust Administrative Expense Reserve in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

Section 2.03 Professional Fee Claims

Each Professional whose retention with respect to the Debtors' Cases has been approved by the Bankruptcy Court and who holds or asserts an Administrative Claim that is a Professional Fee Claim shall be required to file with the Bankruptcy Court, and to serve on all parties required to receive notice, a final Fee Application on or before the Professional Fee Bar Date. The failure to timely file the Fee Application shall result in the Professional Fee Claim being forever barred and discharged. A Professional Fee Claim with respect to which a Fee Application has been properly and timely filed pursuant to this Section 2.03 shall be treated and paid only to the extent allowed by Final Order. All Professional Fee Claims shall be paid solely from the Committee Professional Fee Reserve or the Debtor Professional Fee Reserve, as applicable; provided, however, that to the extent any Holder of an Allowed Professional Fee Claim holds a retainer regarding such Claim, the retainer shall be applied first to such Claim with the balance of such Claim to be paid from the Committee Professional Fee Reserve or the Debtor Professional Fee Reserve, as applicable. To the extent the Allowed Professional Fee Claims to be paid from the Debtor Professional Fee Reserve (after application of any amounts held in retainer) exceeds the sum of the Debtor Professional Fee Reserve, such Claims shall be paid on a pro rata basis, with any unpaid portion of such Allowed Professional Fee Claim being waived by such Holder. To the extent the Allowed Professional Fee Claims payable from the Committee Professional Fee Reserve exceeds the sum of the Committee Professional Fee Reserve, such Claims shall be paid on a pro rata basis, with any unpaid portion of such Allowed Professional Fee Claim being waived by such Holder. Except as provided in Section 1.02(94), any funds remaining in the applicable Professional Fee Reserve after the payment of all Allowed Professional Fee Claims payable from such reserve shall become part of the Liquidating Trust Assets. No Professional Fee Claims shall be allowed on account of any services rendered by a Professional whose retention with respect to the Cases has not been approved by the Bankruptcy Court.

Section 2.04 U.S. Trustee Fees

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee from the Liquidating Trust Administrative Expenses Reserve in the ordinary course until the entry of a final decree closing the respective Debtor's Case. Any deadline for filing claims in these Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto. The Debtors will be responsible for payment of United States Trustee quarterly fees incurred on disbursements by or on behalf of the Debtors pre-confirmation and will pay same on the effective date of the plan before transfer of assets to the Liquidating Trustee. The Debtors will file monthly operating reports through the fourth quarter of 2015 and for any months or portion of months prior to confirmation of the plan. Funds transferred by the Debtors to the Liquidating Trustee or Liquidating Trust will not be considered a disbursement for UST

quarterly fee purposes. The Liquidating Trustee will be responsible for timely reporting and payment of United States Trustee quarterly fees incurred post-confirmation pursuant to 28 U.S.C. §1930(a)(6). The Liquidating Trustee will file one report of quarterly disbursements made on behalf of the post-confirmation debtors for every quarter or portion thereof that any of the Debtors' bankruptcy cases remain open. The Liquidating Trustee will pay United States Trustee quarterly fees based on quarterly disbursements made by the Liquidating Trustee until all cases are closed by the Court.

ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

Section 3.01 Introduction

The categories of Claims and Equity Interests set forth below classify Claims and Equity Interests for all purposes, including for purposes of voting, confirmation and Distribution pursuant to the Plan and sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that it qualifies within the description of such Class, and shall be deemed classified in other Classes to the extent that any portion of such Claim or Equity Interest qualifies within the description of such other Classes. Notwithstanding anything to the contrary in the Plan, a Claim or Equity Interest shall be deemed classified in a Class only to the extent that such Claim or Equity Interest has not been paid, released, Disallowed or otherwise settled prior to the Effective Date.

All Claims (except for unclassified claims detailed in Article II, above, and Equity Interests) are classified in Section 3.04 below.

Section 3.02 Voting; Presumptions

(a) Acceptance by Impaired Classes. Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan shall be entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Equity Interests shall have accepted the Plan if the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Equity Interests actually voting in such Class have voted to accept the Plan.

(b) Voting Presumptions. Claims and Equity Interests in Unimpaired Classes are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. Claims and Equity Interests in Classes that do not entitle the Holders thereof to receive or retain any property under the Plan are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

Section 3.03 Summary of Classification of Claims

Class	Designation	Status	Voting
1	Other Priority Claims	Unimpaired	Deemed to accept
2	First Lien Credit Agreement Claims	Impaired	Entitled to vote
3A	Senior Secured Notes Claims	Impaired	Entitled to vote
3B	Senior Secured Notes Deficiency Claims	Impaired	Entitled to vote
4	Other Secured Claims	Unimpaired	Deemed to accept
5	Ace Claims	Impaired	Entitled to vote
6	General Unsecured Trade Claims	Impaired	Entitled to vote
7	General Unsecured Non-Trade Claims	Impaired	Entitled to vote
8	Intercompany Claims	Impaired	Deemed to reject
9	Equity Interests in RAAM	Impaired	Deemed to reject
10	Equity Interests in RAAM Debtor Subsidiaries	Impaired	Deemed to reject

Section 3.04 Classification and Treatment of Claims and Equity Interests

(a) Class 1: Other Priority Claims.

(i) Classification. Class 1 consists of Other Priority Claims.

(ii) Treatment. Except to the extent that a Holder of an Allowed Other Priority Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive (A) if provided for in the Purchase Agreement, payment in full in Cash by the Purchaser or (B) otherwise, payment in cash from the Liquidating Trust Administrative Expense Reserve as soon as practicable after the later of (A) the Effective Date and (B) sixty (60) days after the date when such Other Priority Claim becomes an Allowed Other Priority Claim.

- (iii) Voting. Class 1 is Unimpaired by the Plan and Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject the Plan and are conclusively presumed to have accepted the Plan.
- (b) Class 2: First Lien Credit Agreement Claims.
 - (i) Classification. Class 2 consists of First Lien Credit Agreement Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed First Lien Credit Agreement Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed First Lien Credit Agreement Claims, each Holder of an Allowed First Lien Credit Agreement Claims shall receive its Pro Rata share of:
 - (A) if Highbridge (and/or its Affiliates) is the Purchaser:
 - (1) the consideration provided in the Purchase Agreement,
 - (2) in accordance with section 4.07 below, the payment of amounts necessary to satisfy the Allowed First Lien Credit Agreement Claims in Cash from the Liquidating Trust Assets (excluding any funds held in the Sale Escrow), if any; and
 - (3) in accordance with section 4.07 below, the payment of its share of Litigation Recoveries; or
 - (B) if Highbridge (and/or its Affiliates) is not the Purchaser, payment in full in Cash from the Sale Proceeds.
 - (iii) Voting. Class 2 is Impaired by the Plan and Holders of Allowed First Lien Credit Agreement Claims are entitled to vote to accept or reject the Plan.
- (c) Class 3A: Senior Secured Notes Claims.
 - (i) Classification. Class 3A consists of Senior Secured Notes Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed Senior Secured Notes Claims agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Senior Secured Notes Claims, each Holder of an Allowed Senior Secured Notes Claim shall receive its Pro Rata share of payment in Cash from the Sale Proceeds, if any, following payment in full of the First Lien Credit Agreement Claims.
 - (iii) Voting. Class 3A is Impaired by the Plan and Holders of Allowed Senior Secured Notes Claims are entitled to vote to accept or reject the Plan.

- (d) Class 3B: Senior Secured Notes Deficiency Claims.
- (i) Classification. Class 3B consists of Senior Secured Notes Deficiency Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed Senior Secured Notes Deficiency Claims agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Senior Secured Notes Deficiency Claims, in accordance with section 4.07 below, each Holder of an Allowed Senior Secured Notes Deficiency Claim shall receive its Pro Rata share of payment in Cash, if any, from the Liquidating Trust Assets to be shared on a Pro Rata basis with Holders of Allowed Ace Claims, Allowed General Unsecured Trade Claims, and Allowed General Unsecured Non-Trade Claims not otherwise satisfied under the Plan.
 - (iii) Voting. Class 3B is Impaired by the Plan and Holders of Allowed Senior Secured Notes Deficiency Claims are entitled to vote to accept or reject the Plan.
- (e) Class 4: Other Secured Claims.
- (i) Classification. Class 4 consists of Other Secured Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive from (A) if provided for in the Purchase Agreement, the Purchaser or (B) otherwise, the Liquidating Trustee either: (A) payment in full in Cash; (B) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (C) Reinstatement of such Claim; or (D) other treatment rendering such Claim Unimpaired.
 - (iii) Voting. Class 4 is Unimpaired by the Plan and Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan and are conclusively presumed to have accepted the Plan.
- (f) Class 5: Ace Claims
- (i) Classification. Class 5 consists of Ace Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed Ace Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Ace Claim, each Holder of an Allowed Ace Claim, shall receive:

- (A) the Ace Settlement Distribution, in Cash, from the Sale Escrow or Sale Proceeds; and
 - (B) in accordance with section 4.07 below, any additional amounts, if any, recovered from the Liquidating Trust Assets to be shared on a Pro Rata basis with Holders of Allowed Senior Secured Notes Deficiency Claims, Allowed General Unsecured Trade Claims, and Allowed General Unsecured Non-Trade Claims not otherwise satisfied under the Plan.
- (iii) Voting. Class 5 is Impaired by the Plan and Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.
- (g) Class 6: General Unsecured Trade Claims.
 - (i) Classification. Class 6 consists of General Unsecured Trade Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed General Unsecured Trade Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Trade Claim, each Holder of an Allowed General Unsecured Trade Claim shall receive:
 - (A) its Pro Rata share of the General Unsecured Trade Claims Settlement Distribution, in Cash, from the Sale Escrow or Sale Proceeds; and
 - (B) in accordance with section 4.07 below, any additional amounts, if any, recovered from the Liquidating Trust Assets to be shared on a Pro Rata basis with Holders of Allowed Senior Secured Notes Deficiency Claims, Allowed Ace Claims, and Allowed General Unsecured Non-Trade Claims not otherwise satisfied under the Plan.
 - (iii) Voting. Class 6 is Impaired by the Plan and Holders of Allowed General Unsecured Trade Claims are entitled to vote to accept or reject the Plan.
- (h) Class 7: General Unsecured Non-Trade Claims.
 - (i) Classification. Class 7 consists of General Unsecured Non-Trade Claims.
 - (ii) Treatment. Except to the extent that a Holder of an Allowed General Unsecured Non-Trade Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Non-Trade Claim, in accordance with section 4.07 below, each Holder of an Allowed General Unsecured Trade Claim shall receive its Pro Rata share of any amounts, if any, recovered from the Liquidating Trust Assets to be shared on a Pro

Rata basis with Holders of Allowed Senior Secured Notes Deficiency Claims, Allowed Ace Claims, and Allowed General Unsecured Trade Claims not otherwise satisfied under the Plan.

- (iii) Voting. Class 7 is Impaired by the Plan and Holders of Allowed General Unsecured Non-Trade Claims are entitled to vote to accept or reject the Plan.

- (i) Class 8: Intercompany Claims.
 - (i) Classification. Claim 8 consists of Intercompany Claims.
 - (ii) Treatment: Intercompany Claims shall be, at the option of the Liquidating Trustee, either Reinstated or canceled and released without any distribution on account of such Claims.
 - (iii) Voting. Class 8 is impaired under the Plan and holders of Intercompany Claims are not entitled to vote on the Plan and are conclusively presumed to have rejected the Plan.

- (j) Class 9: Equity Interests in RAAM.
 - (i) Classification. Class 9 consists of Equity Interests in RAAM.
 - (ii) Treatment. Equity Interests in RAAM shall be canceled without further notice to, approval of, or action by any Entity, and each Holder of an Equity Interest in RAAM shall not receive any Distribution or retain any property on account of such Equity Interest in RAAM.
 - (iii) Voting. Class 9 is Impaired by the Plan and Holders of Equity Interests in RAAM are not entitled to vote to accept or reject the Plan and are conclusively presumed to have rejected the Plan.

- (k) Class 10: Equity Interests in RAAM Debtor Subsidiaries.
 - (i) Classification. Class 10 consists of Equity Interests in RAAM Debtor Subsidiaries.
 - (ii) Treatment. All Equity Interests in RAAM Debtor Subsidiaries shall be, at the option of the Liquidating Trustee, either Reinstated or canceled and released without any distribution on account of such Claims.
 - (iii) Voting. Class 10 is Impaired by the Plan and Holders of Equity Interests in RAAM Debtor Subsidiaries are not entitled to vote to accept or reject the Plan and are conclusively presumed to have rejected the Plan.

Section 3.05 Special Provision Regarding Unimpaired Claims

Except as otherwise provided in the Plan, nothing shall affect the Purchaser's or the Liquidating Trustee's rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to Setoff Claims or recoupments against Unimpaired Claims.

Section 3.06 Cram Down

If any Class of Claims or Equity Interests entitled to vote on the Plan does not vote to accept the Plan, the Debtors shall (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with Article IX of the Plan. With respect to any Class of Claims or Equity Interests that is deemed to reject the Plan, the Debtors shall request that the Bankruptcy Court confirm or "cram down" the Plan pursuant to section 1129(b) of the Bankruptcy Code.

Section 3.07 Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

Section 3.08 Votes Solicited in Good Faith

The Debtors have, and upon the Confirmation Date, the Reorganized Debtors shall be deemed to have, solicited votes on the Plan from the voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors and each of their respective Related Persons shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN

Section 4.01 General Settlement of Claims and Equity Interests

As provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan and the Sale Stipulation shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan. Subject to Article V hereof, all Distributions made to Holders of Allowed Claims and Allowed Equity Interests in any Class are intended to be and shall be final.

Section 4.02 Voting of Claims

Each Holder of an Allowed Claim as of the Voting Deadline in an Impaired Class of Claims that is not (a) deemed to have rejected the Plan or (b) conclusively presumed to have accepted the Plan, and that held such Claim as of the Voting Record Date, shall be entitled to vote to accept or reject the Plan. The instructions for completion of the Ballots are set forth in the instructions accompanying each Ballot.

Section 4.03 Restructuring Transactions

The Confirmation Order shall be deemed to authorize the Debtors, among other things, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the compromises set forth in the Sale Stipulation. In the event of a Plan Sale, on the Effective Date, the Debtors shall be authorized to consummate the Plan Sale and, among other things, any acquired assets shall be transferred to and vest in the Purchaser free and clear of all Liens, Claims, charges, or other encumbrances pursuant to the terms of the Purchase Agreement, the Confirmation Order and any Final Order approving the Plan Sale.

Section 4.04 The Reorganized Debtors

(a) Issuance of the New Equity Interests.

On the Effective Date, (i) all existing Equity Interests in the Debtors shall be canceled and extinguished and (ii) 100% of the New Equity Interests shall be issued to the Liquidating Trust, free and clear of all Liens, Claims, interests and encumbrances.

(b) Existence of Reorganized Debtors.

Except as otherwise provide in the Plan, the Reorganized Debtors will exist after the Effective Date as reorganized, separate corporate entities or other business entity forms, with all of the powers of a corporation or other business form under applicable law in the jurisdiction in which the Debtors are incorporated or otherwise formed and pursuant to its certificate of incorporation and bylaws or other organizational documents in effect before the Effective Date, as such documents are amended by or pursuant to the Plan. Notwithstanding the foregoing, the Debtors or Reorganized Debtors may change their status of incorporation or alter their corporate structure or business form (either through a merger, consolidation, restructuring, conversion, disposition, liquidation, dissolution, or otherwise) on or after the Effective Date as determined by the Liquidating Trust, as the holder of the New Equity Interests.

(c) Certificate of Incorporation and By-Laws.

As of the Effective Date and without any further action by the stockholders or directors of the Debtors or Reorganized Debtors, and to the extent necessary to comply with Bankruptcy Code section 1123(a)(6), the Debtors' articles of incorporation and by-laws shall be amended and restated, in form and substance and consistent with the Plan, to provide for, among other things, the authorization of all acts necessary to implement this Plan including, without limitation, the issuance of the New Equity Interests. The Liquidating Trustee or Officer(s) of the

Reorganized Debtors, as applicable, are authorized to file such articles of incorporation and by-laws with the appropriate authorities without shareholder approval or any other action. After the Effective Date, the Reorganized Debtors may amend and restate their articles of incorporation and by-laws as permitted by applicable law.

(d) Debtors' Board of Directors; Wind-Down and Dissolution.

The members of the Board of Directors existing immediately prior to the Effective Date shall be deemed terminated without cause as of the Effective Date. The Liquidating Trustee shall be elected to act in the stead of the Board of Directors post-Effective Date to ensure that the Reorganized Debtors wind-down their operations in the most effective and efficient manner and comply with their obligations and duties under the Plan. Once the Reorganized Debtors have completed the wind-down of their businesses, the Liquidating Trustee shall dissolve the Reorganized Debtors under applicable non-bankruptcy law.

Upon the transfer of the Liquidating Trust Assets to the Liquidating Trust as provided in Section 10.02 of this Plan, each of the Reorganized Debtors shall be deemed dissolved, all Securities of and Equity Interests in the Reorganized Debtors shall be fully, finally and irrevocably cancelled for no consideration, and their respective businesses shall be wound up without any further action by its former or existing shareholders, officers, employers or directors and the Liquidating Trustee is authorized on behalf of each of the Reorganized Debtors, to make, execute, acknowledge and file all necessary or appropriate certificates or other documents with the appropriate governmental unit or agency and take any other action necessary or appropriate to effect such dissolution and wind-up of each of the Reorganized Debtors and to withdraw each Reorganized Debtor from qualification in any state where it is qualified to do business, including without limitation the execution and filing of certifications of dissolution and payment of any associated filing fees and state taxes and the filing of any tax returns deemed necessary or appropriate (and the payment of related taxes) on behalf of the Reorganized Debtors. In this regard, the notices of the filing of these bankruptcy cases and this Plan to creditors, the opportunity provided to creditors to file proofs of claims in these bankruptcy cases and the provisions for payments to creditors provided under this Plan shall be deemed to constitute and effectuate the dissolution and winding-up of the Reorganized Debtors' business as contemplated under applicable non-bankruptcy law for dissolved corporations without any further action or notice by (i) the Debtors or the Reorganized Debtors, their former or existing shareholders, officers, directors, representatives or employees, or (ii) the Liquidating Trustee. All applicable regulatory or governmental units or agencies shall accept any such certificates or other documents filed by the Liquidating Trustee and shall take all steps necessary or appropriate to allow and effect the prompt dissolution and/or winding-up of the Reorganized Debtors as herein provided.

Section 4.05 Matters Relating to the Liquidating Trust

The Liquidating Trust will be created and governed as of the Effective Date, or as soon as reasonably practical thereafter, as provided in Articles X and XI of the Plan.

Section 4.06 Execution and Ratification of Trust Agreement

The Liquidating Trust Agreement, once executed by all necessary parties thereto, shall be deemed to have been ratified by each Holder of a Claim and such Holders shall be bound by the terms of the Liquidating Trust Agreement.

Section 4.07 Transfer of Liquidating Trust Assets

All property of the Estate constituting the Liquidating Trust Assets shall be conveyed and transferred by the Debtors or Reorganized Debtors to the Liquidating Trust on the Effective Date, free and clear of all interests, Claims, Liens and encumbrances. The proceeds of the Liquidating Trust Assets shall be shared on a Pro Rata basis with Holders of Allowed Senior Secured Notes Deficiency Claims, Allowed Ace Claims, Allowed General Unsecured Trade Claims and Allowed General Unsecured Non-Trade Claims not otherwise satisfied under the Plan; provided, however, the Litigation Recoveries shall be distributed as follows:

(a) the first \$2,000,000 in the aggregate thereof to Holders of Allowed First Lien Credit Agreement Claims;

(b) the next \$4,000,000 in the aggregate thereof, (i) 50% to Holders of Allowed First Lien Credit Agreement Claims, and (ii) 50% to the Liquidating Trust; and

(c) all other such proceeds in excess of \$6,000,000, to the Liquidating Trust.

Section 4.08 Establishment of Sale Escrow and Reserves

On or immediately prior to the Effective Date, the Purchaser shall fund the Sale Escrow, which shall consist of the Ace Settlement Distribution, the General Unsecured Trade Claims Settlement Distribution, the Professional Fee Reserve, and the Liquidating Trust Administrative Expenses Reserve. Except as otherwise provided in the Plan, any excess funds that remain in such Sale Escrow after payment of all such Allowed Claims entitled to payment from such reserve accounts shall become Liquidating Trust Assets and shall be distributed to Holders of Claims in accordance with the provisions of Section 3.04 of this Plan.

(a) Professional Fee Reserve

The Professional Fee Reserve will be funded from the Sale Proceeds in an amount not to exceed \$4,000,000.00, of which shall be allocated to the Debtor Professional Fee Reserve and the Committee Professional Fee Reserve, as applicable; provided, however, that the foregoing amounts funded in the Professional Fee Reserve shall each be reduced by any amounts paid to such professionals during the pendency of the chapter 11 cases under any interim compensation orders of the Court or otherwise, and in addition to amounts funded by the Debtors held in retainer by such professionals.

(b) Liquidating Trust Administrative Expenses Reserve

The Liquidating Trust Administrative Expenses Reserve will be funded from the Sale Proceeds in the amount of \$100,000.00; provided, however, that if not all of the Committee

Professional Fee Reserve is utilized, any unused portions of the Committee Professional Fee Reserve, up to \$50,000.00, shall be transferred to the Liquidating Trust Administrative Expenses Reserve.

Section 4.09 Execution of Documents and Corporate Action

The Debtors shall deliver all documents and perform all actions reasonably contemplated with respect to implementation of the Plan on the Effective Date (or as soon as reasonably practicable thereafter). The Liquidating Trustee, or the respective designees of the Debtors, are authorized (i) to execute on behalf of the Debtors, in a representative capacity and not individually, any documents or instruments after the Confirmation Date or on the Effective Date that may be necessary to consummate the Plan, and (ii) to undertake any other action on behalf of the Debtors to consummate the Plan. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of any Debtors will, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and (to the extent taken before the Effective Date) ratified in all respects without any requirement of further action by stockholders, creditors, or directors of the Debtors.

Section 4.10 Amendment of the Debtors' Governance Documents

The Debtors' articles of incorporation and bylaws (or analogous governance documents) shall, to the extent required under Bankruptcy Code section 1123(a)(6), be amended consistent with the Plan and all necessary action shall be taken to:

(a) prohibit the issuance of nonvoting equity securities, and providing, as to the several classes of securities possessing voting power, an appropriate distribution of such power among such classes, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends; and

(b) provide for such provisions, terms, and conditions necessary to comply, conform with, and implement the terms, conditions, and requirements of the Plan.

Section 4.11 Bankruptcy Code Section 1145 Determination

Confirmation of the Plan shall constitute a determination, in accordance with Bankruptcy Code section 1145, that except with respect to an entity that is an underwriter as defined in Bankruptcy Code section 1145(b), section 5 of the Securities Act of 1933 and any State or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, broker or dealer in, a security, do not apply to the offer, sale, or issuance of any securities under the Plan of the New Equity Interest, the Liquidating Trust Assets, or the Beneficial Interests in exchange for Claims against the Debtors.

Section 4.12 Termination of the Committee

Upon the Effective Date, the Committee shall dissolve, and their members shall be released and discharged from all further authority, duties, responsibilities and obligations relating to and arising from the Chapter 11 Cases. The retention and employment of the Professionals retained by the Committee shall terminate as of the Effective Date; provided, however, that the Committee shall exist and their Professionals shall be retained, after such date with respect to applications filed pursuant to sections 330 and 331 of the Bankruptcy Code.

Section 4.13 Preservation of Causes of Action

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement entered into or effected in connection with or pursuant to the Plan, in accordance with Bankruptcy Code section 1123(b), any and all claims and causes of action that were owned by the Debtors or their Estates as of the Effective Date, including but not limited to all Avoidance Actions, shall vest in (a) if provided in the Purchase Agreement, the Purchaser or (b) the Liquidating Trust on the Effective Date, and the Purchaser or Liquidating Trustee, as applicable, shall have the exclusive right to pursue and enforce such claims and causes of action. For the avoidance of doubt, the Specified Litigation Claims shall vest in the Liquidating Trust as Liquidating Trust Assets.

Section 4.14 Abandonment of Certain Assets

Any Assets that provided for under the Plan as designated on a notice of abandonment filed by the Debtors, subject to the consent of Purchaser, with the Bankruptcy Court on or before the Effective Date shall be deemed abandoned as of the Effective Date pursuant to Bankruptcy Code section 554 without further order of the Bankruptcy Court.

The filing of the Plan shall constitute the filing of a motion to abandon pursuant to 11 U.S.C. § 554 and relinquish pursuant to 30 C.F.R. 250.556.76 all of the Debtors' rights, interest and title to the Gulf of Mexico Federal Oil and Gas Properties. Entry of the Confirmation Order shall constitute (i) approval, pursuant to Bankruptcy Code section 554, of the abandonment of the Gulf of Mexico Federal Oil and Gas Properties and (ii) authorization to relinquish any interest the Debtors' hold in the Gulf of Mexico Federal Oil and Gas Properties. Such abandonment and/or relinquishment does not alter the obligation of the Debtors to comply with laws reasonably designed to protect the public health and safety from identifiable hazards, including, but not limited to, plugging and abandonment obligations (the "Safety Law Obligations") or in any manner extinguish, modify, or otherwise limit (a) the obligations of non-debtor third parties, including without limitation, Ace, for plugging and abandonment obligations (or any other obligations for which they are liable) consistent with the terms of the Ace Bonding Agreement or (b) the rights of the United States to enforce such Safety Laws (and any laws and regulations affecting the Gulf of Mexico Federal Oil and Gas Properties against non-Debtor third parties). For those properties on which Ace has issued a bond securing certain Safety Law Obligations, a schedule of which is included as an exhibit to the Plan Supplement, Ace shall satisfy any valid unpaid Claims against the Debtors on account of work performed in furtherance of the Debtors' plugging and abandonment obligations secured by the Ace Bonding Agreement

on either the earlier of (i) the entry of the Sale Stipulation, (ii) in the ordinary course of business, or (iii) as otherwise ordered by the Court.

Section 4.15 Cancellation of Notes, Certificates and Instruments

Unless otherwise provided for herein, on the Effective Date, all promissory notes, stock, instruments, indentures, bonds, agreements, certificates or other documents evidencing, giving rise to, or governing any Equity Interest in, or debt obligation of, the Debtors shall be deemed cancelled and shall represent only the right, if any, to participate in the Distributions contemplated by the Plan. Except as otherwise provided in this Plan, the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged and, with respect to the Equity Interests in the Debtors, retired and thereafter cease to exist, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. Notwithstanding the foregoing and anything else contained in the Plan, the Senior Secured Notes Indenture shall continue in effect solely for the purposes of permitting the Senior Secured Notes Indenture Trustee to maintain or assert any right or charging lien it may have with respect to Distributions pursuant to the terms of the Plan for its fees and expenses (including fees and expenses of counsel or other agents).

Section 4.16 Revesting of Assets

Except as otherwise provided in the Plan or in the Confirmation Order, as of the Effective Date, all property of the Debtors, including Causes of Action and any assets or property acquired by the Debtors or the Reorganized Debtors during the Cases or under or in connection with the Plan, shall vest or revert in, if provided in the Purchase Agreement, the Purchaser, the applicable Reorganized Debtor, or the Liquidating Trust, as applicable, free and clear of all Claims, Liens, encumbrances and other Equity Interests. From and after the Effective Date, the Reorganized Debtors may operate (or liquidate and wind up) their businesses and use, acquire and dispose of property and settle and compromise claims or interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the generality of the foregoing, the Purchaser, the Reorganized Debtors, or the Liquidating Trust, as applicable, may, without application to or approval by the Bankruptcy Court or any other Person or party, pay professional fees and expenses that they incur after the Effective Date. For the avoidance of doubt, the Specified Litigation Claims shall vest in the Liquidating Trust as Liquidating Trust Assets.

Section 4.17 Employee and Retiree Benefits

To the extent not previously terminated or transferred to the Purchaser, all Benefit Plans shall be terminated as of the Effective Date.

Section 4.18 Exclusivity Period

The Debtors shall retain the exclusive right to amend or modify the Plan in accordance with Article IX of this Plan, and to solicit acceptances of any amendments to or modifications of the Plan, through and until the earlier of (a) the Effective Date or (b) the expiration of the

Debtors' exclusive period to solicit acceptances of the Plan under section 1121(d) of the Bankruptcy Code.

Section 4.19 Exemption From Certain Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with the Plan, the Plan Sale (if any), or the Plan Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other governmental unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the Distributions to be made under the Plan or the Plan Documents, (ii) the issuance and Distribution of the New Equity Interests, and (iii) the maintenance or creation of security interests or any Lien as contemplated by the Plan or the Plan Documents.

Section 4.20 Senior Secured Noteholders Ad Hoc Group Fees Payment

The Liquidating Trust shall, on the Effective Date, pay Latham & Watkins LLP ("**L&W**"), as counsel to the Senior Secured Noteholders Ad Hoc Group, \$85,000.00, funded from the Sale Proceeds, on account of L&W's reasonable and documented professional fees and expenses, whether such fees and expenses accrued prepetition or postpetition and without further order of the Bankruptcy Court or the requirement for L&W to file any Fee Application with respect thereto.

ARTICLE V PROVISIONS REGARDING DISTRIBUTIONS

Section 5.01 Distributions for Claims and Equity Interests Allowed as of the Effective Date

Except as otherwise provided herein or as ordered by the Bankruptcy Court, each Holder of an Allowed Claim shall receive on the Distribution Date or as soon thereafter as practicable the full amount of the Distributions that the Plan provides for such Allowed Claim in the applicable Class. All Cash Distributions shall be made by the Liquidating Trustee or Disbursing Agent, as applicable, from available Cash of the Liquidating Trust, Sale Escrow or Sale Proceeds, as applicable. Any Distribution hereunder of property other than Cash shall be made by the Liquidating Trustee or Disbursing Agent, as applicable, in accordance with the terms of the Plan. Except as provided in the Plan, the Confirmation Order or a Final Order of the Bankruptcy Court, including the Final Cash Collateral Order, or as required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Equity Interest and no Holder of an Allowed Claim or Allowed Equity Interest shall be entitled to post-petition interest on account of such Allowed Claim.

Section 5.02 Disbursing Agent

The Liquidating Trustee or Disbursing Agent, as applicable, shall make all Distributions required under the Plan, except with respect to a Holder of a Claim whose Distribution is governed by an indenture or other agreement and is administered by an indenture trustee, agent, or servicer, which Distributions shall be delivered to the appropriate indenture trustee, agent, or servicer in accordance with provisions of the Plan and the terms of the relevant indenture or other governing agreement for further Distributions to Holders of Claims represented by such indenture trustee, agent, or servicer. Distributions made to such indenture trustee, agent, or servicer, as the case may be, shall constitute Distributions pursuant to the Plan to Holders of Allowed Claims represented by such indenture trustee, agent, or servicer, as case may be, regardless of whether such indenture trustee, agent, or servicer, make such Distributions to such Holders. If the Disbursing Agent is an independent third party designated by the Liquidating Trustee to serve in such capacity, such Disbursing Agent shall receive, without further Bankruptcy Court approval, reasonable compensation for Distribution services rendered pursuant to the Plan and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services from the Liquidating Trustee on terms reasonably acceptable to the Liquidating Trustee. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

Section 5.03 Record Date for Plan Distributions

As of the close of business on the Distribution Record Date, the registers for Claims shall be closed and there shall be no further changes in the Holder of record of any Claim. The Debtors, or the Disbursing Agent, or the Liquidating Trustee, as applicable, shall have no obligation to recognize any transfer of Claim or Equity Interest occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those Holders of record stated on the registers of Claims as of the close of business on the Distribution Record Date for Distributions under the Plan.

Section 5.04 Means of Cash Payment

Cash payments hereunder shall be in U.S. funds by check, wire transfer, or such other commercially reasonable manner as the payor shall determine in its sole discretion.

Section 5.05 Fractional Dollars; De Minimis Distributions

Any other provision of the Plan notwithstanding, payments of fractions of (a) dollars or (b) an applicable currency shall not be made. Whenever any payment of a fraction of (i) a dollar or (ii) an applicable currency under the Plan would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar or unit of such applicable currency (up or down), with half dollars or half units of an applicable foreign currency being rounded down. The Liquidating Trustee or the Disbursing Agent, as applicable, (or any indenture trustee, agent, or servicer), as applicable, shall not make any payment of less than twenty-five dollars (\$25.00), or its equivalent in an applicable foreign currency, with respect to any Claim unless a request therefore is made in writing to the Liquidating Trustee or the Disbursing Agent (or any indenture trustee, agent, or servicer), as applicable.

Section 5.06 Delivery of Distributions

Except as otherwise provided in the Plan, Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent or the Liquidating Trustee, as the case may be, (a) at the addresses set forth on the proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no proof of Claim is filed or if the Debtors have been notified in writing of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent or the Liquidating Trustee, as the case may be, after the date of any related proof of Claim, (c) at the addresses reflected in the Schedules if no proof of Claim has been filed and the Disbursing Agent or the Liquidating Trustee, as the case may be, has not received a written notice of a change of address, (d) in the case of the Holder of a Claim that is governed by an indenture or other agreement and is administered by an indenture trustee, agent, or servicer, at the addresses contained in the official records of such indenture trustee, agent, or servicer, or (e) at the addresses set forth in a properly completed letter of transmittal accompanying securities, if any, properly remitted to the Liquidating Trustee. If any Holder's Distribution is returned as undeliverable, no further Distributions to such Holder shall be made unless and until the Disbursing Agent or the Liquidating Trustee (or the appropriate indenture trustee, agent, or servicer), as the case may be, is notified of such Holder's then current address, at which time all missed Distributions shall be made to such Holder without interest. Amounts in respect of undeliverable Distributions made through the Disbursing Agent or the Liquidating Trustee (or the indenture trustee, agent, or servicer), as the case may be, shall be returned to the Person issuing such Distribution until such Distributions are claimed. All Claims for undeliverable Distributions must be made on or before the first (1st) anniversary of the Effective Date, after which date all unclaimed property shall revert to the Liquidating Trust, free of any restrictions thereon except as provided elsewhere in the Plan and the Claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. All Distributions to the Senior Secured Noteholders shall be made to the Senior Secured Notes Indenture Trustee in accordance with the Senior Secured Notes Indenture.

Checks issued by the Disbursing Agent or the Liquidating Trustee, as the case may be, on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent or the Liquidating Trustee, as the case may be, by the Holder of the relevant Allowed Claim or Allowed Equity Interest with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its Claim, or other rights for such un-negotiated check discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. In such case, any Cash held for payment on account of such Claims shall revert to the Liquidating Trust, free and clear of any restrictions thereon except as provided elsewhere in the Plan.

Section 5.07 Expunging of Certain Claims

All Claims marked or otherwise designated as "contingent, unliquidated or disputed" on the Debtors' Schedules and for which no proof of claim has been timely filed, shall be deemed

disallowed and such Claim may be expunged without the necessity of filing a claim objection and without any further notice to, or action, order or approval of the Bankruptcy Court.

Section 5.08 No Distributions on Late-Filed Claims

Except as otherwise provided in a Final Order of the Bankruptcy Court, any Claim as to which a proof of Claim was required to be filed and was first filed after the the applicable Bar Date in the chapter 11 Cases, including, without limitation, any Bar Date established in the Plan or in the Confirmation Order, shall automatically be deemed a late-filed Claim that is disallowed in the chapter 11 Cases, without the need for (a) any further action by the Reorganized Debtors or the Liquidating Trustee, as applicable or (b) an order of the Bankruptcy Court. Nothing in this paragraph is intended to expand or modify the applicable Bar Dates or any orders of the Bankruptcy Court relating thereto.

Section 5.09 Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall, to the extent permitted by applicable law, be allocated for income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

ARTICLE VI

EXECUTORY CONTRACTS, UNEXPIRED LEASES, AND OTHER AGREEMENTS

Section 6.01 Assumption or Rejection of Executory Contracts

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, upon the Effective Date, all executory contracts and unexpired leases that exist between the Debtors and any Person or Entity shall be deemed rejected by the Debtors, except for any executory contract or unexpired lease (i) that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Effective Date or (iii) that is specifically designated as a contract to be assumed on Schedule 6.01 upon consent of Highbridge, which schedule shall be contained in the Plan Supplement; provided, however, that the Debtors reserve the right, subject to the consent of Highbridge, on or prior to the Confirmation Date, to modify, amend, or supplement Schedule 6.01 of the Plan Supplement, including the right to (a) delete any executory contract or unexpired lease listed therein, (b) or add any executory contract or unexpired lease thereto, thus providing for its assumption, assumption and assignment and/or rejection, as the case may be, or (c) modify the Cure Payment, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be, respectively, either rejected or assumed as of the later of: (a) the Effective Date, or (b) the resolution of any objection to the proposed assumption or rejection of any such executory contract or unexpired lease. Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of such assumption or rejection pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code and a finding by the Bankruptcy Court that each

such assumption or rejection is in the best interests of the Debtors, their Estates and all parties in interest in the chapter 11 Cases.

Section 6.02 Rejection of Executory Contracts-Non-Waiver

Nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtors or the Liquidating Trust, as applicable, under any executory or non-executory contract or any unexpired or expired lease, nor shall any provision of the Plan, increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors under any executory or non-executory contract or any unexpired or expired lease.

Section 6.03 Preexisting Obligations to the Reorganizing Debtors under Executory Contracts and Unexpired Leases

Rejection or repudiation of any executory contract or unexpired lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Purchaser (to the extent provided in the Purchase Agreement), the Debtors and the Liquidating Trust expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or Reorganized Debtors, as applicable, from counterparties to rejected or repudiated executory contracts or unexpired leases.

Section 6.04 Reservation of Rights

Nothing contained in the Plan shall constitute an admission by the Debtors that any contract or lease is in fact an executory contract or unexpired lease or that any Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Liquidating Trustee, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

Additionally, notwithstanding anything contained herein to the contrary, if there is a dispute as to Cure Payments (as defined below), adequate assurances of future performance or any other matter related to any executory contract or unexpired lease, the Purchaser, the Debtors, the Liquidating Trust or any assignee of such Executory Contract, as the case may be, may, in their sole and absolute discretion, determine to reject any executory contract or unexpired lease at any time prior to thirty (30) days after the entry of a Final Order resolving such dispute. The effective date of any rejection effected pursuant to the preceding sentence shall be the Effective Date regardless of when the contract counter-party receives notice of such rejection.

Section 6.05 Nonoccurrence of Effective Date

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

Section 6.06 Cure Provisions

Except as otherwise provided under the Plan, with respect to any monetary amounts that must be cured as a requirement for assumption and/or assignment by any Debtor, such cure (the “Cure Payment”) shall be effected or otherwise satisfied by prompt payment of such monetary amount as contemplated by section 365(b)(1)(A) of the Bankruptcy Code or as otherwise agreed to by the parties. For all contracts to be assumed and assigned, the assignee shall be responsible for the Cure Payment; otherwise the Liquidating Trust shall be responsible for the Cure Payment. Schedule 6.01(b) sets forth the Cure Payment for each executory contract and unexpired lease to be assumed by the Debtors. If the non-Debtor party to the executory contract or unexpired lease objects to the Cure Payment scheduled by the Debtors for such executory contract or unexpired lease, such executory contract or unexpired lease non-Debtor party must file an objection with the Bankruptcy Court to such Cure Payment on or before five (5) days prior to the Confirmation Hearing Date; failure to timely file such objection shall be deemed acceptance by such non-Debtor party of the Cure Payment for all purposes. If there is a dispute regarding (a) the timing of any Cure Payment required in order to meet the promptness requirement of section 365(b)(1) of the Bankruptcy Code, (b) the nature, extent or amount of any Cure Payment, (c) the Debtors’ ability or the ability of the Debtors’ assignees to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (d) any other matter pertaining to assumption, subject to the provisions of Section 6.04, the Cure Payment will be made following the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

To the extent it is impossible for a Debtor or an assignee, as applicable, to cure a default arising from any failure to perform a non-monetary obligation, such default shall be cured by performance by the Liquidating Trust or assignee, as applicable, at or after assumption, or assumption and assignment, as the case may be, in accordance with the terms of the applicable unexpired lease or executory contract with the applicable executory contract or unexpired lease remaining in effect for the benefit of the Liquidating Trust or assignee as the case may be. Any non-Debtor party to an executory contract or unexpired lease objecting to such cure of non-monetary obligations must file an objection to such cure with the Bankruptcy Court on or before the date that is five (5) days prior to the Confirmation Hearing Date; failure to timely file such objection shall be deemed acceptance by such non-Debtor party of the cure of non-monetary defaults for all purposes.

Subject to any cure claims filed with respect thereto, assumption of any executory contract or unexpired lease pursuant to the Plan shall 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 the time prior to the effective date of assumption, in each case as provided in section 365 of the Bankruptcy Code. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned pursuant to the Plan shall be deemed disallowed and expunged (subject to any cure claims filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

Section 6.07 Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by a Bankruptcy Court order, any proofs of Claim asserting Claims arising from the rejection of the Debtors' executory contracts and unexpired leases pursuant to the Plan or otherwise must be filed with the Claims Agent no later than thirty (30) days after the later of the (a) filing of a notice of the occurrence of the Effective Date or (b) entry of an order authorizing the rejection of such executory contract or unexpired lease. Any proofs of Claim arising from the rejection of the Debtors' executory contracts or unexpired leases that are not timely filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against the Purchaser, any Debtor, or the Liquidating Trust without the need for any objection by the Purchaser, the Debtors, or the Liquidating Trust or further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a proof of Claim to the contrary. Any Allowed Claims arising from the rejection of the Debtors' executory contracts and unexpired leases shall be classified as General Unsecured Trade Claims (or General Unsecured Non-Trade Claims, as applicable) for the particular Debtor in question and shall be treated in accordance with the applicable provisions of the Plan; provided however, if the Holder of an Allowed Claim for rejection damages has an unavoidable security interest in any Collateral to secure obligations under such rejected executory contract or unexpired lease, the Allowed Claim for rejection damages shall be treated as an Other Secured Claim to the extent of the value of such Holder's interest in the Collateral, with the deficiency, if any, treated as a General Unsecured Trade Claim (or General Unsecured Non-Trade Claim, as applicable). All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Section 14.15 hereof. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant rejection Claim, including, without limitation, subsection 502(b)(6) and subsection 502(b)(7) thereof.

Section 6.08 Insurance Policies and Agreements

Unless otherwise provided on Schedule 6.01, the insurance policies issued to, or insurance agreements entered into by, the Debtors prior to the Petition Date shall continue in full force and effect after the Effective Date. To the extent that such insurance policies or agreements are considered to be executory contracts, then, notwithstanding anything to the contrary in the Plan, the Plan shall constitute a motion to assume or ratify such insurance policies and agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of each Debtor and its Estate. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments shall be required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each such insurance policy or agreements. If the Bankruptcy Court determines otherwise as to any such insurance policy or agreement, the Debtors reserve the right to seek the rejection of such insurance policy or agreement or other available relief. Except for insurance policies and agreements transferred, sold, assigned or otherwise conveyed to the purchaser pursuant to the Plan Sale or as expressly provided in the Plan or Confirmation Order,

all of the Debtors' rights and interests in such insurance policies and agreements shall be transferred to and vest in the Liquidating Trust on the Effective Date.

Section 6.09 Indemnification Obligations

Any obligation of the Debtors to indemnify, reimburse, or limit the liability of any Person, including, but not limited to any officer or director of Debtors, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtors, relating to any acts or omissions occurring before the Petition Date, whether arising pursuant to charter, by-laws, contract or applicable state law, shall be deemed to be, and shall be treated as, an Executory Contract and (i) shall be deemed to be rejected, canceled, and discharged pursuant to the Plan as of the Effective Date and (ii) to the extent applicable, any and all Claims resulting from such obligations shall be disallowed under Bankruptcy Code section 502(e) or otherwise shall be General Unsecured Non-Trade Claims. Notwithstanding any of the foregoing, nothing contained in the Plan impacts, impairs, or prejudices the rights of any Person covered by any applicable D&O Policies with respect to such policy or policies.

ARTICLE VII PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS

Section 7.01 Objections to Claims

(a) Authority. The Purchaser, Debtors or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims; provided, however, this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Cases. From and after the Effective Date, the Purchaser or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim based on the limitations imposed by section 502 of the Bankruptcy Code and may settle or compromise any Disputed Claim without further notice to, order from, or approval of the Bankruptcy Court. The Purchaser or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, also shall have the right to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

(b) Objection Deadline. As soon as practicable, but no later than the Claims Objection Deadline, the Purchaser or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, may file objections with the Bankruptcy Court and serve such objections on the Holders of the Claims or Equity Interests to which objections are made. Nothing contained herein, however, shall limit the right of the Purchaser or Liquidating Trustee on behalf of the Liquidating Trust, as applicable, to object to Claims or Equity Interests, if any, filed or amended after the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court upon motion by the Purchaser or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, without notice or hearing. Moreover, notwithstanding the expiration of the Claims Objection Deadline, the Disbursing Agent or the Reorganized Debtors (or their authorized representatives) shall, as applicable, continue to have the right to amend any

Claims objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is or becomes Allowed by Final Order of the Bankruptcy Court.

Section 7.02 Estimation of Claims

The Purchaser, any Debtor, or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor or Reorganized Debtor, as applicable, previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Purchaser, the Debtors or the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

Section 7.03 No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim.

Section 7.04 Distributions After Allowance

The Purchaser, the Disbursing Agent, or the Liquidating Trustee, as applicable, shall make payments and Distributions to each Holder of a Disputed Claim that has become an Allowed Claim in accordance with the provisions of the Plan governing the class of Claims to which such Holder belongs. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing all or part of any Disputed Claim becomes a Final Order, the Purchaser, the Disbursing Agent or the Liquidating Trustee, as applicable, shall distribute to the Holder of such Claim the Distribution (if any) that would have been made to such Holder on the Distribution Date had such Allowed Claim been allowed on the Distribution Date. After a Disputed Claim is Allowed or otherwise resolved, the excess Cash or other property, if any, that was reserved on account of such Disputed Claim, if any, shall become property of the Purchaser or the Liquidating Trust for distribution as provided in the Liquidating Trust agreement, as applicable.

Section 7.05 Prior Payment of Claims

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the

Debtors prior to the Effective Date including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made.

Section 7.06 Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Liquidating Trustee or the Disbursing Agent, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Liquidating Trustee or the Disbursing Agent, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Liquidating Trustee reserves the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens and encumbrances. All Persons holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution.

ARTICLE VIII CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Section 8.01 Conditions Precedent to Confirmation

The following are conditions to Confirmation of the Plan, unless such conditions, or any of them, have been satisfied or duly waived in accordance with Section 8.04 of the Plan:

(a) The Confirmation Order, the Plan, and the Restructuring Documents shall be in form and substance satisfactory to Highbridge, Ace, and the Committee (and to the extent related to the Liquidating Trust, the Liquidating Committee, the Liquidating Trust Assets or the Specified Litigation Claims, the Senior Secured Noteholders Ad Hoc Group); and

(b) The Confirmation Order shall have been entered by the Bankruptcy Court.

Section 8.02 Conditions Precedent to Effective Date

The following are conditions to the occurrence of the Effective Date, unless such conditions, or any of them, have been satisfied or duly waived in accordance with Section 8.04 of the Plan:

- (a) The Confirmation Order shall be in full force and effect, shall have become a Final Order, and shall not have been amended, modified, reversed, vacated, or stayed pending appeal;
- (b) The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order), in form and substance acceptable to the Debtors, the Purchaser, the Committee and Highbridge in their sole discretion, authorizing and approving the assumption, and/or rejection of the executory contracts and unexpired leases by the Debtors as contemplated in the Plan and the Plan Supplement;
- (c) All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the Plan shall have been obtained;
- (d) The Plan Documents shall have been filed, tendered for delivery, and been effected or executed by all Entities party thereto (as appropriate), and in each case be in full force and effect. All conditions precedent to the effectiveness of such Plan Documents shall have been satisfied or waived pursuant to the terms of such applicable Plan Documents (or shall be satisfied or waived concurrently with the occurrence of the Effective Date);
- (e) All other consents, actions, documents, certificates and agreements necessary to implement the Plan, including documents contained in the Plan Supplement, shall have been obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, in each case be in full force and effect;
- (f) All documents referenced in subsections (d), (e) and (f) of this Section 8.02, including all documents in the Plan Supplement, shall be acceptable to the Debtors, the Committee and Highbridge;
- (g) All D&O Policies shall remain in full force and effect as of the Effective Date, with available coverage of at least \$20 million, and such policies shall not have been amended or modified in any material respect since the Petition Date; and
- (h) All General Administrative Claims, Priority Tax Claims, or Other Priority Claims that are not assumed by the Purchaser pursuant to the Purchase Agreement and are not to be paid by Purchaser under this Plan (if applicable) shall not be allowed or estimated in an amount greater than \$50,000 in the aggregate.

Section 8.03 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

Section 8.04 Waiver of Conditions

Each of the conditions set forth in Section 8.02 hereof may be waived in whole or in part by written consent of the applicable Debtors, the Committee, Highbridge and the First Lien Credit Agreement Agent, and the Senior Secured Noteholders Ad Hoc Group (specifically to Section 8.02(g) above), without any notice to other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Effective Date may be asserted by the Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors). The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

Section 8.05 Revocation, Withdrawal, or Non-Consummation

The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent plans of reorganization or liquidation. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation of the Plan does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims) unless otherwise agreed to by the Debtors and any counterparty to such settlement or compromise, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors or any other Person, (ii) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or (iii) constitute an admission of any sort by the Debtors or any other Person.

ARTICLE IX AMENDMENTS AND MODIFICATIONS

The Debtors may alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date; provided, however, that where the Plan requires a document to be acceptable to Highbridge, Ace, the Senior Secured Noteholders Ad Hoc Group, and the Committee, the Debtors may not modify such document without the consent of Highbridge, Ace, the Senior Secured Noteholders Ad Hoc Group, and the Committee, as applicable, with such consent to be given in its respective sole discretion. After the Confirmation Date and prior to “substantial consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, the Debtors may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of the Plan, in a manner that is acceptable to the Debtors, the Committee, Ace, Highbridge, and the Senior Secured Noteholders Ad Hoc Group, so long as such proceedings do not materially adversely affect the treatment of Holders of Claims or Equity Interests under the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

ARTICLE X
THE LIQUIDATING TRUST AND THE LIQUIDATING TRUSTEE

Section 10.01 The Liquidating Trust

The Liquidating Trust, duly organized under the laws of the State of Texas, is created for the purpose of liquidating the Liquidating Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d) and making the Payments or Distributions pursuant to provisions of the Plan and the Liquidating Trust Agreement, and the Liquidating Trust is not otherwise authorized to engage in any trade or business. The beneficiaries of the Liquidating Trust, who will be treated as the grantors and deemed owners for federal income tax purposes, are the holders of allowed Claims in Classes 2, 3A, 3B, 5, 6 and 7. The Liquidating Trustee shall file federal income tax returns for the Liquidating Trust as a grantor trust pursuant to § 671 of the Internal Revenue Code of 1986, as amended, and the Treasury Tax Regulations promulgated thereunder. The parties shall not take any position on their respective tax returns or with respect to any other matter related to taxes that is inconsistent with treating the Liquidating Trust as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d), unless any party receives definitive guidance to the contrary from the Internal Revenue Service.

Section 10.02 Funding of Res of Trust

To fund the Liquidating Trust, all of the Liquidating Trust Assets shall be transferred and assigned to the Liquidating Trust, and the Liquidating Trust shall be in possession of, and have title to, all the Liquidating Trust Assets, as of the Effective Date. The Liquidating Trustee, as trustee of the Liquidating Trust shall be substituted as the plaintiff, defendant, or other party in all lawsuits regarding Causes of Action pending in which any of the Debtors or the Committee is the plaintiff as of the Effective Date. The conveyances of all Liquidating Trust Assets shall be accomplished pursuant to this Plan and the Confirmation Order and shall be effective upon the Effective Date. The conveyance of the Liquidating Trust Assets to the Liquidating Trust shall be free and clear of all Liens, Claims or other encumbrances. Upon the Effective Date, the Liquidating Trust shall also be deemed to have taken (a) an assignment of all Causes of Action against third parties for obligations or claims existing on or created by virtue of the Effective Date, unless expressly released in this Plan or assigned to the Purchaser under the Purchase Agreement, and (b) an assignment, bill of sale, deed and/or release covering all other Liquidating Trust Assets to the extent necessary to effect the transfer and assignment of such Liquidating Trust Assets. The Liquidating Trustee may present such Orders to the Bankruptcy Court as may be necessary to require third parties to accept and acknowledge such conveyance to the Liquidating Trust. Such Orders may be presented without further notice other than as has been given in this Plan.

For all federal and applicable state and local income tax purposes, all Persons (including, without limitation, the Debtors, the Liquidating Trustee and the Liquidating Trust Beneficiaries) will treat the transfer and assignment of the Liquidating Trust Assets to the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries as (a) a transfer of the Liquidating Trust Assets directly to the Liquidating Trust Beneficiaries followed by (b) the transfer of the Liquidating Trust Assets by the Liquidating Trust Beneficiaries to the Liquidating Trust. The Liquidating Trust will be treated as a grantor trust for federal tax purposes and, to the extent permitted under

applicable law, for state and local income tax purposes. The Liquidating Trust Beneficiaries will be treated as the grantors and deemed owners of their allocable portion of the Liquidating Trust Assets for the federal income tax purposes.

The fair market value of the portion of the Liquidating Trust Assets that is treated for U.S. federal income tax purposes as having been transferred to each Liquidating Trust Beneficiary, as described in the preceding paragraph, and to each of the Distribution Reserve Accounts, will be determined by the Liquidating Trustee, and all parties (including, without limitation, the Liquidating Trustee and the Liquidating Trust Beneficiaries) must utilize such fair market values determined by the Liquidating Trustee for federal and applicable state and local income tax purposes.

The Liquidating Trust's taxable income, gain, loss, deduction or credit will be allocated to the Liquidating Trust Beneficiaries in accordance with their relative beneficial interests in the Liquidating Trust during the applicable taxable period. Such allocation will be binding on all parties for federal and applicable state and local income tax purposes, and the parties will be responsible for the payment of any federal, state and local income tax due on the income and gain so allocated to them.

Section 10.03 Execution and Ratification of Trust Agreement

The Liquidating Trust Agreement, once executed by all necessary parties thereto, shall be deemed to have ratified by each Holder of Claims in Classes 2, 3A, 3B, 5, 6, and 7 and such Holders shall and become bound by the terms of the Liquidating Trust Agreement.

Section 10.04 The Liquidating Trustee

The Liquidating Trustee shall be appointed in agreement among the Committee, Highbridge, and the Senior Secured Noteholders Ad Hoc Group (or the Bankruptcy Court if such parties cannot mutually agree on the appointment of the Liquidating Trustee), and shall be subject to approval by the Bankruptcy Court. The Liquidating Trustee shall retain and have all the rights, powers and duties necessary to carry out his or her responsibilities under this Plan and the Liquidating Trust Agreement, and as otherwise provided in the Confirmation Order; provided, however, that a representative appointed by the Committee to represent the interests of the General Unsecured Trade Claims Creditors shall have sole authority (on terms to be provided in the Liquidating Trust Agreement) to make decisions related to, or to otherwise reconcile, object and settle general unsecured claims pursuant to the Plan. The Liquidating Trustee shall not be obligated to review, investigate, evaluate, analyze, or object to Fee Applications or Professional Fee Claims relating to services rendered and expenses incurred prior to the Effective Date. The Liquidating Trustee shall be the exclusive trustee of the Liquidating Trust Assets for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to Bankruptcy Code § 1123(b)(3)(B). Matters relating to the appointment, removal and resignation of the Liquidating Trustee and the appointment of any successor Liquidating Trustee shall be set forth in the Liquidating Trust Agreement, provided that the Liquidating Trust Agreement shall authorize the Liquidating Trust Committee, in its sole discretion, to remove the Liquidating Trustee at any time. The

Liquidating Trustee shall be required to perform his or her duties as set forth in this Plan and the Liquidating Trust Agreement.

Section 10.05 Retention of Professionals

The Liquidating Trustee shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Liquidating Trustee, are necessary to assist the Liquidating Trustee in the performance of his or her duties. The payment of the reasonable fees and expenses of the Liquidating Trustee's retained professionals shall be made in the ordinary course of business from first the Liquidating Trust Administrative Expenses Reserve and, second, upon approval of the Liquidating Trust Committee, from the Liquidating Trust Assets, and shall not be subject to the approval of the Bankruptcy Court. Professionals of, among others, the Debtors and the Committee, shall be eligible for retention by the Liquidating Trustee, and former employees of the Debtors shall be eligible for retention by the Liquidating Trust and Liquidating Trustee.

Section 10.06 Compensation of the Liquidating Trustee

The Liquidating Trustee's compensation, on a post-Effective Date basis, shall be as provided in the Liquidating Trust Agreement. The payment of the fees of the Liquidating Trustee and any professionals retained by the Liquidating Trustee shall be made by the Liquidating Trust from first the Liquidating Trust Administrative Expenses Reserve and, second, upon approval of the Liquidating Trust Committee, from the Liquidating Trust Assets.

Section 10.07 Liquidating Trust Expenses

Subject to the provisions of the Liquidating Trust Agreement, all costs, expenses and obligations incurred by the Liquidating Trustee in administering this Plan, the Liquidating Trust, or in any manner connected, incidental or related thereto, in effecting distributions from the Liquidating Trust thereunder (including the reimbursement of reasonable expenses) shall be a charge against the Liquidating Trust Administrative Expenses Reserve remaining from time to time in the hands of the Liquidating Trustee. Such expenses shall be paid as they are incurred without the need for Bankruptcy Court approval.

Section 10.08 Transition Services

The Liquidating Trustee and the Purchaser shall, on the Effective Date (or as reasonably practicable thereafter), enter into a transition services agreement (the "TSA") to, among other things, assist the Liquidating Trustee to effectuate the wind down of the Debtors' Estates pursuant to this Plan. The TSA, a copy of which shall be filed as part of the Plan Supplement, shall provide for, among other things, assistance by the Purchaser to the Liquidating Trustee for claims reconciliation, tax matters, litigation matters and any other services that are necessary or reasonable to effectuate the Plan. Such services shall be included in the TSA at actual cost to the Purchaser. The Liquidating Trustee shall be authorized to enter into any other necessary or appropriate agreements with the Reorganized Debtors, the Purchaser or any third-party to wind down the Debtors' Estates and object to, settle, or otherwise reconcile Claims.

Section 10.09 Liability; Indemnification

The Liquidating Trustee shall not be liable for any act or omission taken or omitted to be taken in his or her capacity as the Liquidating Trustee, other than acts or omissions resulting from such Person's willful misconduct, gross negligence or fraud. The Liquidating Trustee may, in connection with the performance of his or her functions, and in his or her sole absolute discretion, consult with attorneys, accountants and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals. Notwithstanding such authority, the Liquidating Trustee shall be under no obligation to consult with attorneys, accountants or his or her agents, and his or her determination to not do so should not result in imposition of liability on the Liquidating Trustee unless such determination is based on willful misconduct, gross negligence or fraud. The Liquidating Trust shall indemnify and hold harmless the Liquidating Trustee and his or her agents, representatives, professionals, and employees from and against and in respect to any and all liabilities, losses, damages, claims, costs and expenses, including, but not limited to attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust or the implementation or administration of this Plan; provided, however, that no such indemnification will be made to such Persons for such actions or omissions as a result of willful misconduct, gross negligence or fraud.

Section 10.10 Preparation of Final Tax Returns

The Liquidating Trustee shall be responsible for preparing and filing all tax returns required to be filed by any of the Debtors.

Section 10.11 Termination

The duties, responsibilities and powers of the Liquidating Trustee shall terminate after all Liquidating Trust Assets, including Causes of Action transferred and assigned to the Liquidating Trust, or involving the Liquidating Trustee on behalf of the Liquidating Trust, are fully resolved, abandoned or liquidated and the Cash and other assets have been distributed in accordance with this Plan and the Liquidating Trust Agreement. Except in the circumstances set forth below, the Liquidating Trust shall terminate no later than three years after the Effective Date. However, if warranted by the facts and circumstances provided for in this Plan, and subject to the approval of the Bankruptcy Court upon a finding that an extension is necessary for the purpose of the Liquidating Trust, the term of the Liquidating Trust may be extended one or more times (not to exceed a total of four extensions, unless the Liquidating Trustee receives a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a grantor trust for federal income tax purposes) for a finite period, not to exceed six months, based on the particular circumstances at issue. Each such extension must be approved by the Bankruptcy Court within two months prior to the beginning of the extended term with notice thereof to all of the unpaid beneficiaries of the Liquidating Trust. Upon the occurrence of the termination of the Liquidating Trust, the Liquidating Trustee shall file with the Bankruptcy Court a report thereof, seeking an order discharging the Liquidating Trustee.

Section 10.12 Register of Liquidating Trust Interest

The Liquidating Trust will not issue certificates or other instruments as evidence of ownership of beneficial interest in the Liquidating Trust. The Liquidating Trustee shall maintain a registry of the Debtors of beneficial interests in the Liquidating Trust.

Section 10.13 Transferability of Interests in Liquidating Trust

In accordance with the terms of the Liquidating Trust, the Liquidating Trust Interests shall be uncertificated and shall be non-transferable except upon death or by operation of law. Holders of Liquidating Trust Interests shall have no voting rights with respect to such Liquidating Trust Interests.

Section 10.14 Exclusive Jurisdiction of the Bankruptcy Court to Hear Matters Relating to the Liquidating Trust

Notwithstanding anything to the contrary herein, the Liquidating Trust Beneficiaries are deemed to irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court with respect to any action or proceeding arising out of or relating to the Liquidating Trust, the Liquidating Trustee and the Liquidating Trust Agreement and is further deemed to unconditionally waive any right to a trial by jury in any such action or proceeding.

ARTICLE XI LIQUIDATING TRUST COMMITTEE AND LITIGATION COMMITTEE

Section 11.01 Creation of Liquidating Trust Committee

(a) The Liquidating Trust Committee shall be comprised of three members. The members of the Liquidating Trust Committee shall be selected by the Committee in consultation with Ace, the Debtors, Highbridge, and the Senior Secured Noteholders Ad Hoc Group.

(b) If a member of the Liquidating Trust Committee resigns or is otherwise removed, a replacement Liquidating Trust Committee member, will be appointed by the remaining Liquidating Trust Committee members or, in the absence of agreement or members, by the Bankruptcy Court upon motion by the Liquidating Trustee.

Section 11.02 Creation of Litigation Committee

(a) The Litigation Committee shall be comprised of a member appointed by the Senior Secured Noteholders Ad Hoc Group and a member appointed by Highbridge.

(b) If a member of the Litigation Committee resigns or is otherwise removed, a replacement Litigation Committee member will be appointed by the same Entity that appointed the original Litigation Committee member.

Section 11.03 Procedures

The Liquidating Trust Committee and the Litigation Committee may adopt bylaws to provide for the governance of the Liquidating Trust Committee and the Litigation Committee, as applicable.

Section 11.04 Function, Duties, and Responsibilities

The function, duties and responsibilities of the Liquidating Trust Committee and the Litigation Committee shall be set forth in the Liquidating Trust Agreement; provided, however the Litigation Committee shall have the sole authority to make decisions related to, or otherwise settle, the Specified Litigation Claims.

Section 11.05 Duration

The Liquidating Trust Committee and Litigation Committee shall remain in existence until the Liquidating Trust is terminated in accordance with Section 10 of this Plan.

Section 11.06 Liability; Indemnification

Neither the Liquidating Trust Committee or the Litigation Committee, nor any of their members, or designees, nor any duly designated agent or representative of the Liquidating Trust Committee or Litigation Committee, or their respective employees, shall be liable for the act or omission of any other member, designee, agent or representative of the Liquidating Trust Committee or Litigation Committee, as applicable, nor shall any member of the Liquidating Trust Committee or Litigation Committee be liable for any act or omission taken or omitted to be taken in its capacity as a member of the Liquidating Trust Committee or Litigation Committee, as applicable, other than acts or omissions resulting from such member's willful misconduct, gross negligence or fraud. The Liquidating Trust Committee and Litigation Committee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with attorneys, accountants, and its agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such professionals. Notwithstanding such authority, the Liquidating Trust Committee and or Litigation Committee shall be under no obligation to consult with attorneys, accountants or its agents, and its determination to not do so shall not result in the imposition of liability on the Liquidating Trust Committee or Litigation Committee, or its members and/or designees, unless such determination is based on willful misconduct, gross negligence or fraud. The Liquidating Trust shall indemnify and hold harmless the Liquidating Trust Committee, the Litigation Committee, and their members, designees, and Professionals, and any duly designated agent or representative thereof (in their capacity as such), from and against and in respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees and costs arising out of or due to their actions or omissions, or consequences of such actions or omissions with respect to the Liquidating Trust or the implementation or administration of this Plan; provided, however, that no such indemnification will be made to such Persons for such actions or omissions as a result of willful misconduct, gross negligence or fraud.

ARTICLE XII RETENTION OF JURISDICTION

Section 12.01 Retention of Jurisdiction

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority, or secured or unsecured, status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;
- (b) Hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4) of the Bankruptcy Code; provided, however, that from and after the Effective Date, the payment of fees and expenses of professionals retained by the Reorganized Debtors and/or the Liquidating Trust shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;
- (c) Hear and determine all matters with respect to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which one or more of the Debtors are parties or with respect to which one or more of the Debtors may be liable, including, if necessary, (i) the nature or amount of any required cure or the liquidation of any claims arising therefrom and (ii) any potential contractual obligation under any executory contract or unexpired lease that is assumed;
- (d) Hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Cases;
- (e) Enter and enforce such orders as may be necessary or appropriate to execute, implement, or consummate or otherwise aid in the execution, implementation or consummation of the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Disclosure Statement, the Plan Documents, or the Confirmation Order;
- (f) Order and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- (g) Hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan;

- (h) Consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (i) 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 implementation, consummation, or enforcement of the Plan or the Confirmation Order;
- (j) Enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;
- (k) Hear and determine any matters arising in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;
- (l) Enforce all orders previously entered by the Bankruptcy Court, and any and all other orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Cases or pursuant to the Plan;
- (m) Recover all assets of the Reorganized Debtors and property of the Estates, wherever located;
- (n) Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (o) Hear and determine all disputes involving the existence, nature, or scope of any releases granted in the Plan;
- (p) Hear and determine all matters related to the Liquidating Trust and the Liquidating Trust Agreement;
- (q) Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;
- (r) Enter an order or final decree concluding or closing the Cases;
- (s) Resolve any issues related to any matters adjudicated in the Cases; and
- (t) Hear any other matters not inconsistent with the Bankruptcy Code

Notwithstanding the foregoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Cases, including the matters set forth in this Article of the Plan,

the provisions of this Article XII shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

Section 12.02 No Bankruptcy Court Approval Required

Notwithstanding the retention of jurisdiction provided herein, where the Plan provides that the Liquidating Trust may take action or otherwise exercise rights under the Plan without further order or approval of the Bankruptcy Court, the retention of jurisdiction provided for herein shall not require the Liquidating Trust to seek Bankruptcy Court approval before taking such action or exercising rights under the Plan.

ARTICLE XIII COMPROMISES AND SETTLEMENTS

Except as otherwise provided in the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution and other benefits provided under the Plan, the provisions of the Plan and the Sale Stipulation shall constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, Holders of Claims and Equity Interests and other parties in interest, and are fair, equitable and within the range of reasonableness.

It is not the intent of the Debtors that Confirmation of the Plan shall in any manner alter or amend any settlement and compromise between the Debtors and any Person that has been previously approved by the Bankruptcy Court, including, without limitation the Sale Stipulation (each, a "Prior Settlement"). To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to its terms.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.01 Payment of Statutory Fees

On or before the Effective Date, the Debtors shall have paid in full, in Cash (including by check or wire transfer), all fees payable pursuant to section 1930 of title 28 of the United States Code, in the amount determined by the Bankruptcy Court at the Confirmation Hearing.

Section 14.02 Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, upon the request of the

Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 14.03 Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in the Plan, including any Holder of a Claim or Equity Interest, shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Section 14.04 Exculpation and Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, NEITHER THE DEBTORS, THE ESTATES, THE LIQUIDATING TRUST, THE LIQUIDATING TRUSTEE, THE FIRST LIEN CREDIT AGREEMENT AGENT, THE FIRST LIEN CREDIT AGREEMENT LENDERS, THE COMMITTEE, THE MEMBERS OF THE COMMITTEE (BUT SOLELY IN THEIR CAPACITY AS MEMBERS OF THE COMMITTEE) NOR ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR RELATED PERSONS TO ANY OF THE FORGOING SHALL HAVE ANY RIGHT OF ACTION AGAINST THE DEBTORS, THEIR DIRECTORS AND OFFICERS, THE ESTATES, THE LIQUIDATING TRUSTEE, THE LIQUIDATING TRUST, THE FIRST LIEN CREDIT AGREEMENT AGENT, THE FIRST LIEN CREDIT AGREEMENT LENDERS, THE SENIOR SECURED NOTEHOLDERS, THE SENIOR SECURED NOTES INDENTURE TRUSTEE, THE COMMITTEE, THE MEMBERS OF THE COMMITTEE (BUT SOLELY IN THEIR CAPACITY AS MEMBERS OF THE COMMITTEE) OR ANY OF THEIR RESPECTIVE ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, FINANCIAL ADVISORS, OR OTHER PROFESSIONALS, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE CONSUMMATION OF THIS PLAN, THE PREPARATION AND DISTRIBUTION OF THE DISCLOSURE STATEMENT, THE ADMINISTRATION OF THE LIQUIDATING TRUST, THIS PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THIS PLAN, OR THE OFFER, ISSUANCE, SALE OR PURCHASE OF A SECURITY OFFERED OR SOLD UNDER THIS PLAN, PROVIDED SUCH EXCULPATED PERSON DID NOT AND DOES NOT ENGAGE IN WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND PROVIDED FURTHER THAT SUCH EXCULPATION SHALL NOT EXTEND TO SUCH EXCULPATED PERSON'S RIGHTS AND OBLIGATIONS UNDER THIS PLAN, THE PLAN DOCUMENTS OR THE LIQUIDATING TRUST AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN

THE PLAN SHALL, OR SHALL BE DEEMED TO, EXCULPATE ANY EXCLUDED PERSON FROM ANY SPECIFIED LITIGATION CLAIM.

Section 14.05 Injunction Enjoining Holders of Claims Against, and Equity Interests in the Debtors

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE BEEN, ARE, OR MAY BE HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS ARISING ON OR BEFORE THE EFFECTIVE DATE SHALL BE ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST OR AFFECTING THE DEBTORS, THE REORGANIZED DEBTORS, THE LIQUIDATING TRUST, THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS REGARDING SUCH CLAIMS OR EQUITY INTERESTS (OTHER THAN ACTIONS BROUGHT TO ENFORCE ANY RIGHTS OR OBLIGATIONS UNDER THE PLAN OR ACTIONS RELATED TO OR IN CONNECTION WITH THE SPECIFIED LITIGATION CLAIMS):

- (I) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, AND THE LIQUIDATING TRUST (INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE PROFESSIONALS), THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS (INCLUDING, ALL SUITS, ACTIONS, AND PROCEEDINGS THAT ARE PENDING ON THE EFFECTIVE DATE, WHICH SHALL BE DEEMED WITHDRAWN AND DISMISSED WITH PREJUDICE);**
- (II) ENFORCING, LEVYING, ATTACHING, COLLECTING, OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES AND THE LIQUIDATING TRUST, AND THEIR RESPECTIVE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE LIQUIDATING TRUST ASSETS, THE REMAINING ASSETS, AND THE ESTATE PROPERTY;**
- (III) CREATING, PERFECTING, OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY LIEN AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE LIQUIDATING TRUST, THE ESTATES, THE ESTATE PROPERTY, THE LIQUIDATING TRUST ASSETS, AND THE REMAINING ASSETS; AND**
- (IV) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN OR THE**

**BANKRUPTCY CODE OR THAT IS AGAINST A RELEASED PARTY
FOR A CLAIM OR CAUSE OF ACTION RELEASED HEREUNDER.**

Section 14.06 Releases by the Debtor

Except as otherwise expressly provided in the Plan, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, the Released Parties are deemed released and discharged by the Debtors and their Estates from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their Estates, or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtor's restructuring, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of claims and interests prior to or during these chapter 11 cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or any related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than, with respect to the Debtors' directors and officers, the Specified Litigation Claims or, with respect to other Released Parties, claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding anything herein to the contrary, nothing in the Plan shall, or shall be deemed to, release any Excluded Person from any Specified Litigation Claim.

Section 14.07 Releases by Holders of Claims and Equity Interests

Except as otherwise expressly provided in the Plan, as of the Effective Date, each Releasing Party who affirmatively voted to accept the Plan and does not indicate its election to opt-out of the releases contained in this Section on its Ballot shall for good and valuable consideration is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Claims and Causes of Action, other than the Specified Litigation Claims, including Claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the Debtors' in- or out-of-

court restructuring efforts, intercompany transactions (including dividends paid), or any restructuring transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the chapter 11 cases, the filing of the chapter 11 cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Section 14.08 Waiver of Statutory Limitations on Releases

Each of the parties providing the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims or Causes of Action which the releasing party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each releasing party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

Section 14.09 Satisfaction of Claims

Except as otherwise provided in the Plan, the rights afforded in the Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever against the Debtors or any of their Estates, assets, properties, or interests in property. Except as otherwise provided in the Plan, on the Effective Date, all Claims against and Equity Interests in the Debtors shall be satisfied, discharged, and released in full. Neither the Reorganized Debtors, nor their Affiliates, shall be responsible for any pre-Effective Date obligations of the Debtors, except those expressly assumed by the Reorganized Debtors or their Affiliates, as applicable. Except as otherwise provided herein, all Persons and Entities shall be precluded and forever barred from asserting against Reorganized Debtors and their Affiliates, their respective successors or assigns, or their assets, properties, or interests in property any event, occurrence, condition, thing, or other or further Claims, Equity Interests or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

Section 14.10 Integral Part of Plan

Each of the provisions set forth in the Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action is an integral part of the Plan and essential to its implementation. Accordingly, each Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision.

Section 14.11 Third Party Agreements; Subordination

The Plan Distributions to the various classes of Claims and Equity Interests hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled pursuant to the Plan. Plan Distributions to Holders of Claims in classes that are subject to contractual subordination provisions are subject to Distribution in accordance with such contractual subordination provisions as provided in the Plan. Plan Distributions shall be subject to and modified by any Final Order directing distributions other than as provided in the Plan. The right of the Debtors or the Liquidating Trust to seek subordination of any Claim or Equity Interest pursuant to section 510 of the Bankruptcy Code is fully reserved, and the treatment afforded any Claim or Equity Interest that becomes a subordinated Claim or subordinated Equity Interest at any time shall be modified to reflect such subordination. Unless the Confirmation Order provides otherwise, no Plan Distributions shall be made on account of a subordinated Claim or subordinated Equity Interest.

Section 14.12 Binding Effect

The Plan shall be binding upon and inure to the benefit of the Debtors and the Liquidating Trust, all present and former Holders of Claims against and Equity Interests in the Debtors, and their respective successors and assigns, including, but not limited to, the Debtors, and all other parties-in-interest in the Cases. Notwithstanding the foregoing, except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Plan is Consummated. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

Section 14.13 Plan Supplement

Any and all exhibits, lists, or schedules not filed with the Plan or the Disclosure Statement shall be (i) filed as indicated in the Plan or the Disclosure Statement, as applicable, or (ii) contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court not later than ten (10) days prior to the Confirmation Hearing Date or such later date as may be approved by the Bankruptcy Court. Holders of Claims or Equity Interests may also obtain a copy of the Plan Supplement upon written request to the Debtors. Notwithstanding the foregoing, the

Debtors may amend the Plan Supplement, and any attachments thereto, through and including the Confirmation Date; provided, however, that any document contained in the Plan Supplement requiring consent of the Committee, Highbridge and the Senior Secured Noteholders Ad Hoc Group, or which contains information designated by the Committee, Highbridge, the Senior Secured Noteholders Ad Hoc Group, shall not be amended without the consent of the Committee, Highbridge, and the Senior Secured Noteholders Ad Hoc Group, as applicable.

Section 14.14 Notices

Any notice, request, or demand required or permitted to be made or provided under the Plan to or upon the Debtors shall be (a) in writing, (b) served by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight delivery service, (iv) first class mail, or (v) facsimile transmission, and (c) deemed to have been duly given or made when actually delivered or, in the case of facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors:

Century Exploration Houston, LLC, Century Exploration New Orleans, LLC, Century Exploration Resources, LLC, and RAAM Global Energy Company
3838 N. Causeway Blvd, Suite 2800
Metairie, Louisiana 70002
Attn: Mr. Jim Latimer
Telephone No.: 214-382-3750
E-mail: JLatimer@bhpllc.com
With a copy to:

Harry Perrin
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Telephone No.: (713) 758-2548
E-mail: hperrin@velaw.com

With a copy to (which shall not constitute notice):

Bradley Foxman
Vinson & Elkins LLP
2001 Ross Ave., Suite 3700
Dallas, TX 75201-2975
Tel: 214-220-7700
Fax: 214-999-7700

If to Highbridge:

Highbridge Principal Strategies, LLC
40 West 57th Street - 33rd Floor
New York, New York 10019
Attn: Mr. Jeffrey Fitts
Telephone No.: (212) 287-4633
E-mail: Jeffrey.fitts@highbridge.com

With a copy to:

Steven N. Serajeddini
Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Telephone No.: (312) 862-2761
E-mail: steven.serajeddini@kirkland.com

If to the Committee:

Vincent Slusher
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1717 Main Street, Suite 4600
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Telephone: (214) 743-4500
E-mail: vincent.slusher@dlapiper.com

-and-

Thomas Califano
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Telephone No.: (212) 335-4500
E-mail: thomas.califano@dlapiper.com

Section 14.15 Term of Injunctions or Stay

Unless otherwise provided in the Plan or Confirmation Order, all temporary injunctions or stays provided for in the Cases under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date (excluding any injunctions or stays contained in the Plan or Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or Confirmation Order shall remain in full force and effect in accordance with their terms. All permanent injunctions in existence on the Effective Date shall remain in full force and effect as provided in the order imposing such permanent injunction.

Section 14.16 Setoffs

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Equity Interest, the Purchaser or the Liquidating Trust may setoff against any Allowed Claim or Equity Interest and the Distributions to be made pursuant to the Plan on account of such Allowed Claim or Equity Interest (before such Distribution is made), any Claims, rights, and Causes of Action of any nature that any Debtor may hold against the Holder of such Allowed Claim or Equity Interest, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to the Plan shall constitute a waiver or release by the Purchaser, the Debtors or the Liquidating Trust of any such Claims, rights, and Causes of Action that the Purchaser, the Debtors, or the Liquidating Trust may possess against such Holder. For the sake of clarity, all rights of setoff, recoupment or similar rights held by the Debtors are hereby transferred to the Purchaser or the Liquidating Trust, as applicable, as of the Effective Date and are expressly purchased and accountable by the Purchaser or the Liquidating Trust, as applicable. **In no event shall any Holder of Claims or Equity Interests be entitled to setoff any Claim or Equity Interest against any Claim, right, or Cause of Action of the Purchaser, the Debtors (or the Liquidating Trust), as applicable, unless such Holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 or otherwise.**

Section 14.17 Recoupment

Except as provided in the Plan, any Holder of Claims or Equity Interest shall not be entitled to recoup any Claim or Equity Interest against any Claim, right, or Cause of Action of

the Purchaser, the Debtors or the Liquidating Trust, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any proof of Claim or Equity Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

Section 14.18 Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors or their Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Liquidating Trust and its successors and assigns, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

In addition to, and in no way a limitation of, the foregoing, to the extent the Debtors' property or assets are encumbered by mortgages, security interests or Liens of any nature for which any Holder of such mortgages, security interests or Liens does not have an Allowed Claim against such Debtor or such Debtor's property, or such Allowed Claim has been satisfied as provided in the Plan or valid mortgage, security interest or Lien, such mortgages, security interests or Liens shall be deemed fully released and discharged for all purposes and such Holder shall execute such documents as reasonably requested by the Purchaser or the Liquidating Trust, as applicable, in form and substance as may be necessary or appropriate to evidence the release of any such mortgages, security interests or Liens of any nature and the Liquidating Trust is authorized to cause the filings of such documents with any and all governmental or other entities necessary or appropriate to effect such releases. If such Holder fails to execute such documents, the Purchaser or the Liquidating Trust, as applicable, is authorized to execute such documents on behalf of such Holder and to cause the filing of such documents with any or all governmental or other entities as may be necessary or appropriate to effect such releases.

Section 14.19 No Admissions

Notwithstanding anything herein to the contrary, nothing in the Plan shall be deemed as an admission by the Debtors or the Liquidating Trust with respect to any matter set forth herein, including liability on any Claim.

Section 14.20 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof, shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan

(except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control) as well as corporate governance matters with respect to the Debtors; provided, however, that corporate governance matters relating to the Debtors or Reorganized Debtors, as applicable, shall be governed by the laws of the state or county of organization of such Debtor or Reorganized Debtor.

Section 14.21 Further Assurances

The Debtors or the Liquidating Trust, as applicable, all Holders of Claims receiving Distributions hereunder, and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be reasonably necessary or advisable to effectuate the provisions and intent of the Plan, the Plan Documents or the Confirmation Order.

Section 14.22 Tax Reporting and Compliance

The Liquidating Trust is hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the applicable Debtor for all taxable periods ending after the Petition Date through and including the Effective Date.

Section 14.23 Entire Agreement

Except as otherwise provided herein or therein, the Plan and the Plan Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and the Plan Documents.

ARTICLE XV CONFIRMATION REQUEST

The Debtors request Confirmation of the Plan under section 1129 of the Bankruptcy Code. If any Impaired Class does not accept the Plan pursuant to section 1126 of the Bankruptcy Code, the Debtors request Confirmation pursuant to section 1129(b) of the Bankruptcy Code. In that event, the Debtors reserve the right to modify the Plan to the extent (if any) that Confirmation of the Plan under section 1129(b) of the Bankruptcy Code requires modification.

[Signature Page Immediately Follows]

Dated: December 20, 2015

RAAM Global Energy Company
and Its Subsidiary Debtors

By: /s/ James R. Latimer, III

Name: James R. Latimer, III

Title: Chief Restructuring Officer

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ATTORNEYS FOR THE DEBTORS

[Signature Page – Joint Plan of Liquidation]