

Dated as of October 1, 2021

Subject: Summary of Plan of Reorganization, Information Regarding Key Dates, and Certain Other Matters

To Whom It May Concern:

On October 1, 2021, Glass Mountain Pipeline Holdings II LLC and certain of its subsidiaries (collectively, the “Company”),¹ commenced the dual solicitation of votes in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), from Holders of Claims in Class 3 on the *Debtors’ Joint Prepackaged Chapter 11 Plan of Reorganization* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “Plan”), attached as **Exhibit A** to the *Disclosure Statement for Debtors’ Joint Prepackaged Plan of Reorganization* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “Disclosure Statement”).²

The transactions contemplated by the Plan will not prejudice the rights of any trade creditors, customers, or other ordinary-course creditors of the Company, and the Company will continue to honor all of its associated obligations in the ordinary course of its business.

If Holders of one-hundred percent (100%) of the Credit Agreement Claims vote to accept the Plan and take such actions as may be contemplated by the Exchange Agreement and Transaction Agreement (both as defined in the RSA, a copy of which is attached to the Disclosure Statement as **Exhibit B**) (the “Out of Court Transaction Condition”) prior to 11:59 p.m. (prevailing Eastern Time) on or before October 21, 2021, then the Company will consummate the transactions described in the Disclosure Statement and contemplated by the Plan without commencing the chapter 11 cases.

The Plan and the Disclosure Statement are accessible now, free of charge, on the Company’s restructuring website, <https://cases.stretto.com/GlassMountain>. Copies of the Plan and the Disclosure Statement may also be obtained upon request of the Company’s co-counsel, Paul, Weiss, Rifkind, Wharton & Garrison LLP and Gray Reed & McGraw LLP, at the respective addresses specified below. If the Out-of-Court Transaction Condition is not satisfied and the Company commences the chapter 11 cases, the Company will file the Plan and Disclosure Statement on the docket with the Bankruptcy Court (as defined below). Thereafter, the Plan and Disclosure Statement will be available for review: (a) for a fee via PACER at

¹ The anticipated Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Glass Mountain Pipeline Holdings II LLC (1543), Glass Mountain Pipeline Holdings LLC (1584), Glass Mountain Pipeline, LLC (7966), GM Logistics LLC (7874), and Navigator SMS Pipeline (5510). The address of the Debtors’ corporate headquarters is 2626 Cole Avenue, Suite 900, Dallas, Texas 75204.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control.

<https://pacer.uscourts.gov/> (PACER login required); and (b) for free at the Clerk of the Bankruptcy Court, Earle Cabell Federal Building 1100 Commerce St., Rm. 1254 Dallas, TX 75242-1496, between the hours of 8:30 a.m. to 4:30 p.m., prevailing Central Time, Monday through Friday.

If you have questions regarding this notice you should contact Stretto, the Company's proposed claims and noticing agent in the chapter 11 cases, by: (a) writing to Stretto, c/o Ballot Processing, 410 Exchange, Suite 100 Irvine, CA 92602; (b) emailing TeamGlassMountain@stretto.com and referencing "Glass Mountain" in the subject line; and/or (c) calling the Company's restructuring hotline at (800) 652-1841 (domestic) or (949) 266-6304 (international). **In addition, if you are a Holder of Claims or Interests entitled to vote on the Plan, received a ballot, and/or you have a question with respect to voting on the Plan, or received a notice of non-voting status and opt-out form and have a question regarding exercising your opt-out form, please contact Stretto at TeamGlassMountain@stretto.com.**

The Company has reached an agreement with the Consenting Lenders and the Consenting Sponsor regarding the terms of a restructuring transaction as set forth in the RSA. Among other things, if the chapter 11 cases are commenced, the RSA obligates the Consenting Lenders and the Consenting Sponsor to support and, if applicable, vote to accept the Plan and support the Company's restructuring.

The primary purpose of the Plan is to implement a comprehensive restructuring transaction that deleverages the Company's balance sheet and provides for a \$45,000,000 equity investment from the Consenting Sponsor. **Importantly, the Plan provides for the reinstatement or satisfaction of all trade, customer and other non-funded debt claims in full in the ordinary course of business or on the Effective Date.** The Company believes that any valid alternative to confirmation of the Plan would result in significant delays, litigation, additional costs, and, ultimately, would jeopardize recoveries for holders of allowed claims.

Key Terms of the Plan

The Plan provides, among other things, that upon the Effective Date:

- **All Allowed General Unsecured Claims against the Company will be unimpaired and unaffected by the chapter 11 cases and will be paid in full in cash in the ordinary course of business or on the Effective Date, or will be reinstated;**
- **All Allowed Other Secured Claims will be paid in full in cash, reinstated, or receive such other recovery necessary to satisfy section 1129 of the Bankruptcy Code;**
- **All Allowed Other Priority Claims will be paid in full in cash, reinstated, or pursuant to such other terms as may be agreed to by the Holder of an Allowed Other Priority Claim and the Company;**
- **Each Holder of an Allowed Credit Agreement Claim (other than Holders of Consenting Sponsor Credit Agreement Claims) will receive in full and final**

satisfaction, compromise, settlement, release, and discharge of and in exchange for the Credit Agreement Claims, its Pro Rata share of the (a) New Term Loans and (b) Cash Payment; and

- On the Effective Date, all Existing Equity Interests shall be cancelled and discharged and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and each Holder of Existing Equity shall not be entitled to receive any distribution under the Plan on account of such Interest. As further described in the Plan, in exchange for the Sponsor Equity Investment, the Consenting Sponsor shall receive one-hundred percent (100%) of the New Common Equity.

The following chart summarizes the classification of Claims and Interests set forth in the Plan and indicates whether such class is entitled to vote on the Plan:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Credit Agreement Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 5	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept / Reject)
Class 6	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept / Reject)
Class 7	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

Key Dates and Information Regarding Confirmation of the Plan

The RSA contemplates a dual solicitation process that will allow the Restructuring to occur out of court if requisite creditor support is received, or through chapter 11 cases if requisite creditor support is not received. As described above, unless Holders of one-hundred percent (100%) of the Credit Agreement Claims vote to accept the Plan and take such actions as may be contemplated by the Exchange Agreement and Transaction Agreement (as defined in the RSA) prior to 11:59 p.m. (prevailing Eastern Time) on October 21, 2021, following approval of the Board of Managers of the Company, the Company anticipates filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) on or before November 3, 2021. **Upon commencement, the Company will request a hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the “Combined Hearing”) to be held before the Honorable Harlin D. Hale, the Honorable Stacey G.C. Jernigan, or the Honorable Michelle V. Larson of the United States Bankruptcy Court, Dallas Division, Earle Cabell Federal Building 1100 Commerce St., Dallas, TX 75242-1496, on November 3, 2021, at 9:30 a.m. (prevailing Central Time), or as soon as reasonably practicable thereafter, subject to the availability of the Bankruptcy Court.** At the Combined Hearing, the Bankruptcy Court will consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Company without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Voting Record Date. The voting record date was **September 30, 2021**, which was the date used for determining which Holders of Claims in Class 3 were entitled to vote on the Plan.

How May an Interested Party Object to the Plan or Disclosure Statement? Any objections (each, an “Objection”) to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Northern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such Objections, and, if practicable, a proposed modification to the Plan that would resolve such Objections; and (e) served so as to be **actually received** no later than **November 1, 2021, at 4:00 p.m., prevailing Central Time** (the “Objection Deadline”) on the below parties.

Objections may be either: (a) emailed to the Company’s proposed claims and noticing agent, Stretto, prior to the Objection Deadline at TeamGlassMountain@stretto.com; (b) mailed to co-counsel to the Company at the addresses below so as to be actually received no later than the Objection Deadline; or (c) emailed to co-counsel to the Company at the e-mail addresses below prior to the Objection Deadline. Any Objections received by the Company (including via e-mail) before the chapter 11 cases are commenced shall be served on the below parties upon receipt and will be forwarded to the Bankruptcy Court and the Company’s top thirty (30) largest unsecured creditors listed on each of their bankruptcy petitions (the “Notice Parties”)

and be filed on the Bankruptcy Court's docket by the Company immediately upon the filing of such chapter 11 case.

<i>Company</i>	
<p>Glass Mountain Pipeline Holdings II LLC 2626 Cole Ave, Suite 900 Dallas, Texas 75204 Attn: Kevin Strehlow, Esq. Email: kstrehlow@nesmidstream.com</p>	
<i>Co-Counsel to the Company</i>	
<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019 Attn.: Jeffrey Saferstein, Esq. Robert Britton, Esq. Alexander Woolverton, Esq. Email: jsaferstein@paulweiss.com rbritton@paulweiss.com awoolverton@paulweiss.com</p>	<p>Gray Reed & McGraw LLP 1601 Elm Street, Suite 4600 Dallas, Texas 75201 Attn: Jason S. Brookner Amber M. Carson Email: jbrookner@grayreed.com acarson@grayreed.com</p>
<i>Consenting Sponsor</i>	<i>Counsel to Consenting Sponsor</i>
<p>GEPIF Glass Mountain Pipeline LLC 1 Lafayette Place, 3rd Floor Greenwich, CT 06830 Attn: Doug Vaccari Email: doug.vaccari@blackrock.com</p>	<p>Simpson Thacher & Bartlett LLP 600 Travis Street, Suite 5400 Houston, Texas 77002 Attn: Christopher May, Esq. Elisha Graff, Esq. Email: cmay@stblaw.com egraff@stblaw.com</p>
<i>Counsel to Consenting Lenders</i>	
<p>Akin Gump Strauss Hauer & Feld LLP 1 Bryant Park New York, NY 10036 Attn.: Daniel Fisher, Esq. Email: dfisher@akingump.com</p> <p style="text-align: center;">--and--</p> <p>Akin Gump Strauss Hauer & Feld LLP Robert S. Strauss Tower 2001 K Street, N.W. Washington, DC 20006-1037 Attn: James Savin, Esq. Kate Doorley, Esq. Email: jsavin@akingump.com kdoorley@akingump.com</p>	
<i>United States Trustee</i>	
<p>Office of the United States Trustee Earle Cabell Federal Building 1100 Commerce Street, Room 976 Dallas, TX 75242 Phone: (214) 767-8967 Facsimile: (214) 767-8971</p>	

When Will the Meeting of Creditors Pursuant to Section 341 Occur?

As part of the relief requested by the Company in connection with the filing of their chapter 11 cases, the Company will seek a **conditional waiver** of the requirement that the U.S. Trustee convene a meeting of creditors pursuant to section 341 of the Bankruptcy Code if a Plan is confirmed within seventy-five (75) days of the Petition Date. Accordingly, such meeting will not be convened if the Plan is confirmed within seventy-five (75) days after the Petition Date or such other time as set by the Bankruptcy Court.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, ATTACHED HERETO AS ANNEX A, AND ARTICLE VIIL.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY AND THE RELEASED PARTIES UNLESS SUCH HOLDERS: (A) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIIL.D OF THE PLAN; OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIIL.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION.

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Dated: October 1, 2021

By: */s/ Jason S. Brookner*

GRAY REED & McGRAW LLP

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Annex A

Discharge, Injunctions, Exculpation, and Releases

Please be advised that Article VIII of the Plan contains certain release, exculpation, and injunction provisions as follows:

Article VIII.A Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, including the Plan Supplement documents, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims subject to the Effective Date occurring.

Article VIII.B Release of Liens

Except as otherwise specifically provided in the Plan, the Confirmation Order, or the New Credit Documents (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the New Credit Documents), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, 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 Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors. In addition, on or after the Effective Date, at the expense the Reorganized Debtors, the Credit Agreement Agents shall execute

and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors, or the New Term Loan Facility Agents to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests (including as required under the laws of other jurisdictions for non-U.S. security interests) and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

Article VIII.C Debtor Release

Pursuant to section 1123(b) of the Bankruptcy Code, effective as of the Effective Date and to the fullest extent permitted by applicable law, the Debtors, the Reorganized Debtors, their Estates, and any Person seeking to exercise the rights of the Estates, including any successor to the Debtors and any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, discharged, and acquitted the Released Parties and their respective property from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors or Reorganized Debtors, that the Debtors or Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Debtor or Reorganized Debtor, or that any holder of any Claim against or Interest in a Debtors or Reorganized Debtor could have asserted on behalf of the Debtors or Reorganized Debtors, based on or relating to or in any manner arising from in whole or in part, any Debtor or Reorganized Debtor, the Debtors and Reorganized Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions, the Restructuring Transactions, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Restructuring Support Agreement, the Debtors and Reorganized Debtors or any Restructuring Transactions, contract, instrument, release, or other agreement or document created or entered into in connection or related in any way to the Debtors and Reorganized Debtors, the APA, the Valero Contracts, the P66 Contracts, the Restructuring Support Agreement, the Plan Supplement, the Restructuring Transactions, the pursuit thereof, the administration and implementation of the Restructuring Transactions, including the issuance or distribution of securities pursuant to the Plan Supplement, or the distribution of property thereunder or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence, taking place on or before the Effective Date, in each case related to any of the foregoing (all such claims and liabilities as described herein, collectively, the "Released Claims").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.C of the Plan do not release (a) any post-Effective Date obligations of any party or entity under the Plan Supplement, any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the New Credit Documents and the Sponsor Equity Commitment Letter), or any document, instrument, or agreement executed to implement the Restructuring Transactions or (b) any claim related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the claims released by the Debtor Release; (c) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any claim or Cause of Action released by the Debtor Release against any of the Released Parties.

Article VIII.D Third-Party Release

Except as otherwise specifically provided in the Plan, effective as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, discharged, and acquitted the Released Parties and their respective property from any and all claims and Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors or Reorganized Debtors, that the Debtors or Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Debtor or Reorganized Debtor, or that any holder of any Claim against or Interest in a Debtor or Reorganized Debtors could have asserted on behalf of the Debtors and Reorganized Debtors, based on or relating to or in any manner arising from in whole or in part, any Debtor or Reorganized Debtor, the Debtors and Reorganized Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions, intercompany transactions, the Restructuring Transactions, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Restructuring Support Agreement, the Debtors or Reorganized Debtors or any Restructuring Transactions, contract, instrument, release, or other agreement or document created or entered into in connection or related in any way to the Debtors and the Reorganized Debtors, the APA, the Valero Contracts, the P66 Contracts, the Restructuring Support Agreement, the Plan Supplement, the Restructuring Transactions, the pursuit thereof, the administration and implementation of the Restructuring Transactions, including the issuance or distribution of securities pursuant to the Plan Supplement, or the distribution of property thereunder or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, in each case related to any of the foregoing.

Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article VIII.D of the Plan do not release (a) any post-Effective Date obligations of any party or entity under the Plan Supplement, any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the New Credit Documents and the Sponsor Equity Commitment Letter), or any document, instrument, or agreement executed to implement the Restructuring Transactions, or (b) any claim related to an act or omission

that is determined in a Final Order by a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases contained in Article VIII of the Plan, which include, by reference, each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the releases contained in Article VIII of the Plan are: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the released claims; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the releases contained in Article VIII of the Plan against any of the Released Parties.

Article VIII.E Exculpation

Except as otherwise specifically provided in the Plan each Exculpated Party is released and exculpated from any Exculpated Claim. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not exculpate any post-Effective Date obligations of any party or entity under the Plan, any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the New Credit Documents), or any document, instrument, or agreement (including those set forth in the New Credit Documents) executed to implement the Plan.

Article VIII.F. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation pursuant to Article VIII of the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and/or the Released Parties:

1. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests;
2. enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests;
3. creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests;
4. asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account

of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff; and

- 5. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.**

“Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan.

Relevant Definitions

“Exculpated Claims” means any Released Claim, Cause of Action for any claim related to any act or omission in connection with, relating to or arising out of the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, the New Credit Documents, or any Restructuring Transactions, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the New Credit Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted willful misconduct or actual fraud. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with applicable law with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall 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 such distributions made pursuant to the Plan.

“Exculpated Parties” means collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Consenting Lenders; (c) the Existing Agents; (d) the Consenting Sponsor; (e) Navigator; and (f) with respect to the entities listed in (a) through (e) their current and former Affiliates, and (g) such Entities listed in (a) through (f)’s Related Persons.

“Related Persons” means with respect to an Entity, that Entity’s current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), managed or advised accounts, funds or other entities, affiliated investment funds or investment vehicles, investment advisors, sub-advisors or managers, predecessors, successors and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective

capacities as such with respect to such Entity and solely to the extent such Entity has the authority to bind such Affiliate in such capacity.

“Released Parties” means: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Existing Agents; (d) the Consenting Sponsor; (e) Navigator; (f) all Holders of Claims or Interests that vote to accept the Plan; (g) all Holders of Claims or Interests that are deemed to accept the Plan and that do not affirmatively “opt out” of the releases provided by the Plan by checking the box on the applicable opt-out notice indicating that they opt not to grant the releases provided in the Plan; (h) all Holders of Claims or Interests that abstain from voting on the Plan and that do not affirmatively “opt out” of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; and (i) with respect to each of the foregoing Entities in clauses (a) through (h), each such Entity’s Related Persons.

“Releasing Parties” means, collectively, (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Existing Agents; (d) the Consenting Sponsor; (e) Navigator; (f) all Holders of Claims or Interests that vote to accept the Plan; (g) all Holders of Claims or Interests that are deemed to accept the Plan and that do not affirmatively “opt out” of the releases provided by the Plan by checking the box on the applicable opt-out notice indicating that they opt not to grant the releases provided in the Plan; (h) all holders of Claims or Interests that abstain from voting on the Plan and that do not affirmatively “opt out” of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (i) all holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and that do not affirmatively “opt out” of the releases provided by the Plan by checking the box on the applicable ballot or opt-out notice indicating that they opt not to grant the releases provided in the Plan; and (j) with respect to each of the foregoing Entities in clauses (a) through (i), each such Entity’s Related Persons.