

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

GLASS MOUNTAIN PIPELINE HOLDINGS II  
LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-\_\_\_\_ (\_\_\_\_)

(Joint Administration Requested)

**DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION**

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.**

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Dated: October 1, 2021

<sup>1</sup> The 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.

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## INTRODUCTION

Glass Mountain Pipeline Holdings II LLC, Glass Mountain Pipeline Holdings LLC, Glass Mountain Pipeline, LLC, GM Logistics LLC, and Navigator SMS Pipeline (each, a “Debtor” and, collectively, the “Debtors”) propose the following joint chapter 11 prepackaged plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor. Capitalized terms used herein shall have the meanings set forth in Article I.A.

Holders of Claims and Interests may refer to the Disclosure Statement for a description of the Debtors’ history, business, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan and the Restructuring Transactions contemplated thereby. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

## **ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW**

### **A. *Defined Terms***

As used in the Plan, capitalized terms have the meanings set forth below.

1. “**Administrative Claim**” means a Claim for costs and expenses of administration of the Debtors’ Estates pursuant to section 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 business of the Debtors; (b) Allowed Professional Fee Claims; (c) the Restructuring Expenses; and (d) the Statutory Fees.

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

3. “**Allowed**” means, as to a Claim or an Interest, a Claim or an Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law.

4. “**APA**” means that certain Asset Purchase Agreement by and between Glass Mountain Pipeline, LLC and Navigator Panhandle HoldCo LLC, dated as of June 15, 2021.

5. “**Avoidance Actions**” means any and all actual or potential Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including actions or remedies under sections 502, 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code or under similar or related state, federal, or foreign statutes or common law, including fraudulent transfer laws.

6. “**Ballot**” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims and Interests entitled to vote may, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received by the Claims and Noticing Agent on or before the Voting Deadline.

7. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as may be amended from time to time.

8. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division having jurisdiction over the Chapter 11 Cases.

9. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, and the general, local, and chambers rules of the Bankruptcy Court.

10. “**Bill of Sale**” means a bill of sale, together with any ancillary documents, pursuant to which the parties to the APA complete the purchase and sale of the Purchased Assets (as defined in the APA).

11. “**Borger Pipeline Project**” means the development and construction by Navigator Borger Express LLC of an approximately 190-mile long 16-inch diameter crude oil pipeline running from the Ruby Station in Major County, Oklahoma to a refinery owned by WRB Refining LP located in Borger, Texas.

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

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Payment**” means a payment of \$44,038,698.89 in cash, consisting of the proceeds of the DSR Letter of Credit and certain of the Debtors’ cash on hand, which amount includes certain of the proceeds of the Sponsor Equity Investment.

15. “**Causes of Action**” means any claims, interests, controversies, judgments, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the case filed or to be filed for that Debtor under chapter 11 of the Bankruptcy Code before the Bankruptcy Court, and (b) when used with reference to all of the Debtors, the procedurally consolidated and jointly administered chapter 11 cases filed or to be filed for the Debtors before the Bankruptcy Court.

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

18. “**Claims and Noticing Agent**” means Stretto.
19. “**Class**” means a category of Holders of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.
20. “**Closing Cases**” has the meaning set forth in Article II.D.
21. “**Confirmation**” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases by the Bankruptcy Court.
22. “**Confirmation Date**” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.
23. “**Confirmation Hearing**” means the hearing to be held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.
24. “**Confirmation Order**” means an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor.
25. “**Consenting Lenders**” means the Lenders that are party to the Restructuring Support Agreement, together with their respective successors and permitted assigns and any subsequent Lenders that become party to the Restructuring Support Agreement in accordance with the terms thereof.
26. “**Consenting Sponsor**” means GEPIF Glass Mountain Pipeline LLC and its subsidiaries (solely in its capacity as a holder of direct and/or indirect existing equity interests in the Debtors).
27. “**Consenting Sponsor Credit Agreement Claims**” means the Credit Agreement Claims held by GEPIF Glass Mountain Pipeline LLC in the amount of \$17,097,791.35.
28. “**Credit Agreement Claims**” means the indebtedness and revolving commitments outstanding under the Existing Credit Agreement.
29. “**Cure Claim**” means a monetary Claim based upon the Debtors’ defaults under any Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.
30. “**Debtor Release**” means the releases, waivers, discharges, and acquittals provided or deemed to be provided pursuant to Article VIII.C.
31. “**Debtors**” means, collectively: Glass Mountain Pipeline Holdings II LLC, Glass Mountain Pipeline Holdings LLC, Glass Mountain Pipeline, LLC, GM Logistics LLC, and Navigator SMS Pipeline.
32. “**Disbursing Agent**” means Reorganized GMP or any Person or Entity designated or retained by the Reorganized Debtors, in their reasonable judgment and without the need for any further order of the Bankruptcy Court, to serve as disbursing agent for such Claims, and may include the Claims and Noticing Agent.

33. “**Disclosure Statement**” means the *Disclosure Statement for the Debtors’ Joint Prepackaged Chapter 11 Plan of Reorganization*, as may be further amended from time to time, including all exhibits and schedules thereto, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules and any other applicable law, in form and substance acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor.

34. “**Disputed**” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

35. “**Distribution Record Date**” means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be (a) the date of entry of the Confirmation Order or (b) such other date as designated by an order of the Bankruptcy Court.

36. “**DSR Letter of Credit**” means that certain Standby Letter of Credit No. 2019091900, issued by Morgan Stanley Senior Funding, Inc. in favor of Deutsche Bank Trust Company Americas, as collateral agent.

37. “**D&O Liability Insurance Policies**” means all Insurance Contracts (including any “tail policy”) for current or former directors’, managers’, and officers’ liability issued to the Debtors at any time.

38. “**Effective Date**” means the date on which all conditions precedent specified in Article IX.A of the Plan have been satisfied (or waived in accordance with Article IX.A of the Plan).

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

40. “**Estate**” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

41. “**Exculpated Claim**” 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.

42. “**Exculpation**” means the exculpation set forth in Article VIII.E of the Plan.

43. ***“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; (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.

44. ***“Executory Contract”*** means a contract to which a Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code, including any modifications, amendments, addendums or supplements thereto or restatements thereof.

45. ***“Existing Agents”*** means, in each case, in their capacity as such, the Existing Credit Agreement Administrative Agent and the Existing Credit Agreement Collateral Agent.

46. ***“Existing Credit Agreement”*** means that certain credit agreement, dated as of December 22, 2017, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of August 5, 2019 by and among Glass Mountain Pipeline Holdings LLC, as borrower, Glass Mountain Pipeline Holdings II LLC, as parent, Glass Mountain Pipeline, LLC, as a guarantor, GM Logistics LLC, Navigator SMS Pipeline LLC, Morgan Stanley Senior Funding, Inc., as administrative agent, Deutsche Bank Trust Company Americas, as collateral agent, and the lenders party thereto.

47. ***“Existing Credit Agreement Documents”*** means the Existing Credit Agreement and related collateral or pledge agreements, and any other collateral and ancillary documents, each as amended, restated, supplemented, or otherwise modified from time to time.

48. ***“Existing Credit Agreement Administrative Agent”*** means Morgan Stanley Senior Funding, Inc., in its capacity as administrative agent under the Existing Credit Agreement, and any successors thereto.

49. ***“Existing Credit Agreement Collateral Agent”*** means Deutsche Bank Trust Company Americas, in its capacity as collateral agent under the Existing Credit Agreement, and any successors thereto.

50. ***“Existing Equity Interests”*** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in a Debtor, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date; provided that Existing Equity Interests do not include any Intercompany Interests.

51. ***“File,” “Filed,” or “Filing”*** means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court.

52. ***“Final Order”*** means an order, ruling or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases (or by the clerk of such other court of competent jurisdiction on the docket of such court), which has not been reversed, stayed, modified, amended or vacated, and as to which (a) the time to appeal, petition for certiorari or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument, or rehearing shall be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, 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, stay, reargument, 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, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules; provided, however, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order, shall not cause an order not to be a Final Order.

53. “**General Unsecured Claim**” means any Claim against any Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Bankruptcy Court and that is not: (a) an Administrative Claim or Statutory Fee; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) an Other Secured Claim; (e) a Credit Agreement Claim; or (f) an Intercompany Claim.

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

55. “**GMPH II**” means Glass Mountain Pipeline Holdings II LLC, a limited liability company formed under the Laws of Delaware, whose registered office is at 251 Little Falls Drive, Wilmington, Delaware 19808.

56. “**Holder**” means any Entity holding a Claim or Interest.

57. “**Impaired**” means, when used in reference to a Claim or an Interest, a Claim or an Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

58. “**Initial Consenting Lenders**” means the ad hoc group of certain Consenting Lenders represented by Akin Gump Strauss Hauer & Feld LLP and Perella Weinberg Partners L.P.

59. “**Insurance Contracts**” means all insurance policies that have been issued at any time to or provide coverage to any of the Debtors and all agreements, documents or instruments relating thereto, including, but not limited to, all D&O Liability Insurance Policies.

60. “**Insurer**” means any company or other entity that issued an Insurance Contract, any third party administrator, and any respective predecessors and/or affiliates thereof.

61. “**Intercompany Claim**” means any Claim against a Debtor that is held by any other Debtor. The Intercompany Claims shall not include any Claims between and among any of the Debtors, on the one hand, and the Navigator Entities or any other Non-Debtor Affiliate, on the other hand.

62. “**Intercompany Interest**” means an Interest in one Debtor held by another Debtor.

63. “**Interests**” means collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

64. “**IRS**” means the United States Internal Revenue Service.

65. “**Lenders**” means Holders of Credit Agreement Claims under the Existing Credit Agreement.

66. “**Liabilities**” means any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, recovery actions, Causes of Action, and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity, or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction, or agreement.

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

68. “**Navigator**” means Navigator Panhandle HoldCo LLC.

69. “**Navigator Entities**” means Navigator and its direct and indirect subsidiaries (each a “**Navigator Entity**”).

70. “**New Boards**” means, collectively, the initial board of directors, members, or managers, as applicable, of each Reorganized Debtor, as applicable.

71. “**New Common Equity**” means the new equity interests in New HoldCo LLC to be issued upon the Effective Date pursuant to the Plan.

72. “**New Credit Agreement**” means that certain credit agreement to be entered into on the Effective Date by and among New HoldCo LLC, as borrower, the Reorganized Debtors, Navigator, and New Holdings, as guarantors, the Lenders under the Existing Credit Agreement, as lenders, the New Term Loan Facility Agents, and the other parties thereto, which shall be in form and substance acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor.

73. “**New Credit Documents**” means, collectively, the documentation of the New Term Loan Facility, including the New Credit Agreement, and guarantee, security, and other relevant documentation, which shall be in form and substance acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor.

74. “**New HoldCo LLC**” means a newly formed Delaware limited liability company that is the new common parent entity of the Debtors and the Navigator Entities.

75. “**New Holdings**” means a newly formed Delaware limited liability company that is the parent entity of New HoldCo LLC.

76. “**New LLC Agreement**” means the limited liability company agreement of New HoldCo LLC.

77. “**New Obligors**” means New HoldCo LLC, the Reorganized Debtors, Navigator, New Holdings, and any other Loan Party (as defined in the New Credit Agreement) as obligors under the New Credit Agreement.

78. “**New Organizational Documents**” means the forms of the certificates or articles of formation or incorporation, any equity holders agreement or other operating agreement, any bylaws, any registration rights agreements, and such other applicable formation documents of each of the Reorganized Debtors, including the New LLC Agreement, which shall be consistent with the terms of the Restructuring Support Agreement in all respects. The New Organizational Documents of Reorganized GMP or a representative form thereof shall be included in the Plan Supplement as contemplated by, and consistent with the consent rights set forth in the Restructuring Support Agreement.

79. “**New Term Loans**” means the term loans advanced under the New Term Loan Facility.

80. “**New Term Loan Facility**” means the new first lien take-back term loan facility in an aggregate principal amount of \$69,177,939.86.
81. “**New Term Loan Facility Agents**” means the administrative agent and collateral agent under the New Credit Agreement and the other New Credit Documents.
82. “**New Term Loan Lenders**” means the lenders from time to time party to the New Term Loan Facility as lenders thereunder and their successors and permitted assigns.
83. “**Non-Debtor Affiliate**” means any Affiliate of a Debtor that is not a Debtor.
84. “**Other Priority Claim**” means any Allowed Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim, to the extent such Claim has not already been paid during the Chapter 11 Cases.
85. “**Other Secured Claim**” means any Secured Claim against any Debtor that is not a Credit Agreement Claim.
86. “**P66 Contracts**” means that certain (a) Crude Terminal Services Agreement, between Glass Mountain Pipeline, LLC and Phillips 66 Company, and (b) Incentive Rates Agreement, by and among Phillips 66 Company, Glass Mountain Pipeline, LLC, and Navigator SMS Pipeline LLC.
87. “**Person**” has the meaning set forth in section 101(41) of the Bankruptcy Code.
88. “**Petition Date**” means the date on which a Debtor commenced its Chapter 11 Case.
89. “**Plan**” means this *Joint Prepackaged Chapter 11 Plan of Reorganization*, as the same may be further amended, supplemented or modified from time to time in accordance with the terms hereof and the terms of the Restructuring Support Agreement, including the Plan Supplement and all exhibits, supplements, appendices, and schedules thereto, which shall be in form and substance acceptable to each of the Debtors, the Required Consenting Lenders, and the Consenting Sponsor.
90. “**Plan Supplement**” means one or more supplemental appendices to the Plan containing, among other things, substantially final forms of documents, schedules, and exhibits to the Plan to be Filed with the Bankruptcy Court, including, but not limited to, the (a) New Credit Documents, (b) Sponsor Equity Commitment Letter, (c) New LLC Agreement, (d) New Organizational Documents of Reorganized GMP, (e) identity of the members of the New Boards, and (f) Bill of Sale; provided, however, through the Effective Date, the Debtors shall have the right to amend and supplement the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan and the Restructuring Support Agreement, including the consent rights therein. The Plan Supplement shall not be inconsistent with the Restructuring Support Agreement and all such documents approved by the Court shall be acceptable to the Debtors, Consenting Lenders, and the Consenting Sponsor; provided, that such documents attached to the Restructuring Support Agreement as **Exhibits B** through **N** shall be deemed acceptable to the Debtors, Consenting Lenders, and the Consenting Sponsor, solely to the extent such documents have not been modified or amended by the Bankruptcy Court in any way that has an adverse effect on the Consenting Lenders, the GMP Entities or the Consenting Sponsor, respectively. The Debtors shall make the Plan Supplement available prior to the Voting Deadline.
91. “**Priority Claims**” means Priority Tax Claims and Other Priority Claims.

92. **“Priority Tax Claim”** means any Claim of a Governmental Unit against a Debtor of the kind specified in section 507(a)(8) of the Bankruptcy Code.

93. **“Pro Rata”** means the proportion that Allowed Claims or Interests in a particular Class bear to the aggregate amount of Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests in a particular Class and other Classes entitled to share in the same recovery as such Class under the Plan.

94. **“Professional”** means an Entity employed pursuant to a Bankruptcy Court order in accordance with section 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to section 327, 328, 329, 330, or 331 of the Bankruptcy Code.

95. **“Professional Fee Claim”** means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

96. **“Professional Fee Escrow Account”** means an interest-bearing escrow account in an amount equal to the Professional Fee Reserve Amount funded and maintained by the Reorganized Debtors on and after the Effective Date solely for the purpose of paying all Allowed and unpaid fees and expenses of Retained Professionals in the Chapter 11 Cases.

97. **“Professional Fee Reserve Amount”** means the aggregate Professional Fee Claims through the Effective Date as estimated by the Retained Professionals in accordance with Article II.B.3 hereof.

98. **“Proof of Claim”** means a proof of Claim timely Filed against any of the Debtors in the Chapter 11 Cases.

99. **“Reinstated”** or **“Reinstatement”** means, unless the Plan specifies a particular method pursuant to which a Claim or Interest shall be reinstated, with respect to Claims and Interests, the treatment provided for in section 1124(2) of the Bankruptcy Code.

100. **“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.

101. **“Released Claims”** has the meaning set forth in Article VIII.C of the Plan.

102. **“Released 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; and (i) with respect to each of the foregoing Entities in clauses (a) through (h), each such Entity’s Related Persons.

103. **“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.

104. **“Reorganized Debtors”** means all Debtors as reorganized pursuant to the Confirmation Order upon or after the Effective Date pursuant to the Plan, including any transferee thereof, by entity or asset transfer, merger, consolidation, or otherwise, including in connection with any Restructuring Transactions, including, without limitation, Reorganized GMP.

105. **“Reorganized GMP”** means GMPH II (or any other holding company, ultimate parent entity, or successor in interest to GMPH II by entity or asset transfer, merger, consolidation, or otherwise, including pursuant to any Restructuring Transactions, which Entity may, for the avoidance of doubt, be a subsidiary of GMPH II) as reorganized pursuant to the Confirmation Order upon the Effective Date.

106. **“Representatives”** means, with respect to any Entity, any successor, officer, director, partner (including both general and limited partners), shareholder, manager, member, management company, investment manager, Affiliate, employee, agent, attorney, advisor, investment banker, financial advisor, investment advisor, accountant or other Professional of such Entity and committee of which such Entity is a member.

107. **“Required Consenting Lenders”** means, as of the date of determination, Consenting Lenders who hold, in the aggregate, a majority in principal amount outstanding of all Credit Agreement Claims held by Consenting Lenders.

108. **“Restructuring Documents”** means the New Credit Documents (including the New Credit Agreement), the Sponsor Equity Commitment Letter, the New Organizational Documents (including the New LLC Agreement), the Bill of Sale, and the Restructuring Support Agreement, as may be amended from time to time.

109. **“Restructuring Expenses”** means all reasonable and documented fees, expenses, and disbursements of the (a) Initial Consenting Lenders that are required to be paid under the Restructuring Support Agreement, which fees and expenses in respect of such professionals shall be limited to the fees, expenses, and disbursements of: (i) Akin, Gump, Strauss, Hauer & Feld LLP, as counsel to the Initial Consenting Lenders, (ii) Perella Weinberg Partners L.P., as financial advisor to the Initial Consenting Lenders, and (iii) one local counsel in Texas and Oklahoma retained by the Initial Consenting Lenders in connection with the Restructuring Transactions; (b) the Existing Agents that are required to be paid under the Restructuring Support Agreement, which fees and expenses in respect of such professionals shall be

limited to the fees, expenses, and disbursements of: (i) Latham & Watkins LLP, as counsel for the Existing Credit Agreement Administrative Agent, and (ii) Moses & Singer LLP, as counsel for the Existing Credit Agreement Collateral Agent, and (c) the Consenting Sponsor and Navigator that are required to be paid under the Restructuring Support Agreement, which fees and expenses in respect of such professionals shall be limited to the fees, expenses, and disbursements of Simpson Thacher & Bartlett LLP, as counsel for the Consenting Sponsor and Navigator.

110. “**Restructuring Support Agreement**” means that certain Restructuring Support Agreement, dated as of September 30, 2021, including all exhibits thereto, by and among the Debtors, the Consenting Lenders, the Consenting Sponsor, the Existing Agents, and Navigator as may be amended, amended and restated, supplemented, or modified from time to time in accordance with the terms thereof, a copy of which shall be attached as Exhibit B to the Disclosure Statement.

111. “**Restructuring Transactions**” has the meaning set forth in Article IV.B of the Plan.

112. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

113. “**Secured**” means, when referring to a Claim, a Claim: (a) secured by a Lien on property in which the applicable 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 such 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) otherwise Allowed pursuant to the Plan as a Secured Claim.

114. “**Secured Tax Claim**” means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

115. “**Securities Act**” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended.

116. “**Security**” has the meaning set forth in section 101(49) of the Bankruptcy Code.

117. “**Sponsor Equity Commitment Letter**” means the agreement pursuant to which the Consenting Sponsor commits to provide the funding to complete the Borger Pipeline Project.

118. “**Sponsor Equity Investment**” has the meaning set forth in Article IV.D.1.

119. “**Statutory Fees**” means all fees for which the Debtors are obligated pursuant to 28 U.S.C. § 1930(a)(6), together with interest, if any, pursuant to 31 U.S.C. § 3717.

120. “**Surviving Case**” has the meaning set forth in Article II.D.

121. “**Tax**” means: (a) any net income, alternative, or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value-added, transfer, franchise, profits, license, property, environmental or other tax, assessment, or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local, or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a

member of an affiliated, consolidated, combined, or unitary group or being a party to any agreement or arrangement whereby liability for payment of any such amount is determined by reference to the liability of any other Entity.

122. “**Taxing Authority**” means any governmental authority exercising any authority to impose, regulate, levy, assess, or administer the imposition of any tax.

123. “**Unclaimed Distribution**” means any distribution under the Plan on account of an Allowed Claim to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors (or the Disbursing Agent, as the case may be) of an intent to accept a particular distribution; (c) responded to the Debtors’ or Reorganized Debtors’ request (or the Disbursing Agent’s request, as the case may be), for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

124. “**Unexpired Lease**” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

125. “**Unimpaired**” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in Cash.

126. “**Unliquidated**” means, when used in reference to a Claim, any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law, or otherwise, as of the date on which such Claim is sought to be estimated.

127. “**U.S. Trustee**” means the United States Trustee for the Northern District of Texas (Region 6).

128. “**Valero Contracts**” means that certain (a) Transportation Services Agreement, dated as of March 26, 2020 (the “**Valero TSA**”) with Valero Marketing and Supply Company (“**Valero**”), (b) Guaranty, executed and delivered on March 26, 2020, by Valero Energy Corporation in favor of Glass Mountain Pipeline, LLC relating to the Valero TSA and certain other agreements, (c) Dedicated Tank Services Agreement, dated as of March 26, 2020, between Glass Mountain Pipeline, LLC and Valero, and (d) Connection Agreement, dated as of March 26, 2020 between Glass Mountain Pipeline, LLC and Valero Partners North Texas, LLC.

129. “**Voting Deadline**” means October 21, 2021 at 4:00 p.m., prevailing Central Time.

## **B. Rules of Interpretation**

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) except as otherwise provided, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented or otherwise modified in accordance with the terms of this Plan and consistent with the Restructuring Support Agreement

in all respects; (d) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan or hereto; (e) unless otherwise stated, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of this Plan or to affect the interpretation hereof; (g) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (j) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (k) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (l) any effectuating provisions may be interpreted by the Reorganized Debtors in a manner consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control in all respects; (m) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; and (n) any docket number references in the Plan shall refer to the docket number of any document Filed with the Bankruptcy Court in the Chapter 11 Cases.

**C. *Computation of Time***

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction, action, or event shall or may occur pursuant to the Plan is a day that is not a Business Day, then such transaction, action, or event shall instead occur on the next succeeding Business Day.

**D. *Governing Law***

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of New York (except for section 5-1401 and 5-1402 of the General Obligations Law of the State of New York), without giving effect to the principles of conflicts of law, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, corporate, partnership, or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or Reorganized Debtor.

**E. *Reference to Monetary Figures***

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided.

**F. *Reference to the Debtors or the Reorganized Debtors***

Except as otherwise specifically provided in the Plan, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

**G. *Controlling Document***

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless otherwise provided in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

**ARTICLE II.  
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND STATUTORY FEES**

All Claims and Interests, except Administrative Claims and Priority Tax Claims are classified in the Classes set forth in Article III. 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 Interests set forth in Article III.

**A. *Administrative Claims***

Except to the extent that a Holder of an Allowed Administrative Claim and the Debtor(s) against which such Allowed Administrative Claim is asserted agree to less favorable treatment, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the Allowed amount of such Administrative Claim in accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not due then, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) calendar days after the date on which an order Allowing such Administrative Claim becomes a Final Order or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claims; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

**B. *Professional Fee Claims***

**1. Final Fee Applications**

All final requests for Professional Fee Claims shall be Filed no later than forty-five (45) calendar days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court. For the avoidance of doubt, any fees and expenses incurred by the professionals to the Initial Consenting Lenders, Consenting Sponsor, the Existing Agents, and Navigator shall not be considered Professional Fee Claims, and any such amounts shall be paid in accordance with the Restructuring Support Agreement and the Plan, as applicable.

**2. Professional Fee Escrow Account**

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the aggregate Professional Fee Reserve Amount for all Retained Professionals. The Professional Fee Escrow Account shall be maintained by the Reorganized Debtors in

trust solely for the benefit of the Retained Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Retained Professionals shall be paid in Cash to such Retained Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by a Final Order. When all Professional Fee Claims owing to Retained Professionals have been resolved (either because they are Allowed Professional Fee Claims that have been paid or because they have been disallowed, expunged, or withdrawn), any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

### **3. Professional Fee Reserve Amount**

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Retained Professionals shall estimate their Professional Fee Claims prior to and as of the Effective Date and shall deliver such estimate to the Debtors on or before the Effective Date. If a Retained Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Retained Professional; provided that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Retained Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount.

### **4. Post-Effective Date Fees and Expenses**

Except as otherwise specifically provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall pay in Cash the reasonable legal fees and expenses incurred by such Reorganized Debtor after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Retained Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, the Reorganized Debtors shall pay the legal fees and expenses of the professionals for the Initial Consenting Lenders, which are incurred after the Effective Date, in accordance with the terms of the Restructuring Support Agreement.

### **C. *Priority Tax Claims***

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to 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 in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full pursuant to this Article II.C.

### **D. *Statutory Fees***

All Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay all Statutory Fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee and File quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code; provided, however, absent extenuating circumstances, the Debtors or Reorganized Debtors shall File an application to: (a) close substantially all of the Debtors' Chapter 11

Cases as soon as practicable after the Effective Date (the “Closing Cases”) with the exception of a single Chapter 11 Case designated by the Debtors or Reorganized Debtors in their reasonable judgment (the “Surviving Case”), which Surviving Case shall remain open for purposes of, among other things, administering and otherwise resolving Disputed Claims in accordance with Article VI and reporting distributions on Allowed Claims in accordance with Article VII; and (b) administratively consolidating the claims registers of the Closing Cases under the claims register for the Surviving Case. Subject to any order of the Court to the contrary, following the Court’s entry of final decrees closing the Closing Cases, the Reorganized Debtor of the Surviving Case shall prepare and file quarterly distribution reports and issue payments of Statutory Fees on account of distributions made.

**ARTICLE III.**  
**CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

**A.     *Classification in General***

All Claims and Interests, other than Administrative Claims (including Professional Fee Claims and Statutory Fees) and Priority Tax Claims are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan, only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

**B.     *Formation of Debtor Group for Convenience Only***

This Plan (including, but not limited to, Article II and Article III of this Plan) groups the Debtors together solely for the purpose of describing treatment under the Plan and distributions to be made in respect of Claims against and Interests in the Debtors under this Plan. Such groupings shall not affect each Debtor’s status as a separate legal entity, change the organizational structure of the Debtors’ business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities. The Plan is not premised on, and does not provide for, the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan, or otherwise.

This Plan constitutes a separate chapter 11 plan of reorganization for each Debtor, and the classifications set forth in Classes 1 through 7 shall be deemed to apply to each Debtor. For voting purposes, each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable. Each such sub-Class shall vote as a single separate Class for each of the Debtors, as applicable.

**C.     *Summary of Classification***

The following table designates the Classes of Claims against and Interests in each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, and (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims and Statutory Fees) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in this Article III. All of the potential Classes for the Debtors are set forth

herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Article III.H.

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

**D. *Treatment of Claims and Interests***

The treatment and voting rights provided under the Plan to each Class for distribution purposes is specified below:

**1. Class 1 – Other Secured Claims**

- a. *Classification:* Class 1 consists of all Allowed Other Secured Claims.
- b. *Treatment:* On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor: (i) payment in full in Cash of the unpaid portion of its Allowed Other Secured Claim on the Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, then such Allowed Other Secured Claim shall be paid in accordance with its terms); (ii) Reinstatement of its Claim; or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.
- c. *Voting:* Class 1 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject the Plan on account of such Claim.

**2. Class 2 – Other Priority Claims**

- a. *Classification:* Class 2 consists of all Allowed Other Priority Claims.

- b. Treatment: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such Holder shall receive, at the option of the applicable Debtor: (i) payment in full, in Cash, of the unpaid portion of its Allowed Other Priority Claim on the Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, then such Allowed Other Priority Claim shall be paid in accordance with its terms); (ii) Reinstatement of its Claim; or (iii) pursuant to such other terms as may be agreed to by the Holder of an Allowed Other Priority Claim and the Debtors.
- c. Voting: Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Priority Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Priority Claim is not entitled to vote to accept or reject the Plan on account of such Claim.

**3. Class 3 – Credit Agreement Claims**

- a. Classification: Class 3 consists of all Allowed Credit Agreement Claims.
- b. Allowance: The Credit Agreement Claims are hereby Allowed in the aggregate principal amount of \$300,250,000.00 (plus accrued but unpaid interest, costs, fees, and expenses) due under the Existing Credit Agreement against each of the Debtors that are obligors under the Existing Credit Agreement, and shall not be subject to disallowance, setoff, recoupment, subordination, recharacterization, or reduction of any kind, including pursuant to Section 502(d) of the Bankruptcy Code.
- c. Treatment: On the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Credit Agreement Claims, each Holder of an Allowed Credit Agreement Claim (other than Holders of Consenting Sponsor Credit Agreement Claims) shall receive its Pro Rata share of the (i) New Term Loans and (ii) Cash Payment. Holders of Consenting Sponsor Credit Agreement Claims have agreed to receive no distribution on account of their Claims. For the purposes of the distribution referenced herein, the Pro Rata share of each Holder of an Allowed Credit Agreement Claim shall be determined based on the proportion such Holder's Allowed Credit Agreement Claim bears to the aggregate amount of all Allowed Credit Agreement Claims excluding the Consenting Sponsor Credit Agreement Claims.
- d. Voting: Class 3 is Impaired under the Plan. Each Holder of an Allowed Credit Agreement Claim is entitled to vote its Pro Rata share of the Credit Agreement Claims to accept or reject the Plan.

**4. Class 4 – General Unsecured Claims**

- a. Classification: Class 4 consists of all Allowed General Unsecured Claims.
- b. Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, compromise,

settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder of a General Unsecured Claim shall, at the option of the applicable Debtor, be (i) paid in Full in Cash in the ordinary course of business, (ii) paid in Full in Cash on the Effective Date, or (iii) Reinstated.

- c. Voting: Class 4 is Unimpaired under the Plan. Each Holder of an Allowed General Unsecured Claim will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed General Unsecured Claim is not entitled to vote to accept or reject the Plan on account of such Claim.

**5. Class 5 – Intercompany Claims**

- a. Classification: Class 5 consists of all Intercompany Claims.
- b. Treatment: On the Effective Date, each Intercompany Claim shall be Reinstated, cancelled, or otherwise settled to the extent determined to be appropriate by the Debtors or the Reorganized Debtors, as applicable.
- c. Voting: Class 5 is either (i) Unimpaired, and each Holder of an Intercompany Claim is therefore conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code; or (ii) Impaired, and each Holder of an Intercompany Claim is therefore deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

**6. Class 6 – Intercompany Interests**

- a. Classification: Class 6 consists of all Intercompany Interests.
- b. Treatment: On the Effective Date, each Intercompany Interest shall be Reinstated, cancelled, or otherwise settled to the extent determined to be appropriate by the Debtors or the Reorganized Debtors, as applicable.
- c. Voting: Class 6 is either (i) Unimpaired, and each Holder of an Intercompany Interest is therefore conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code; or (ii) Impaired, and each Holder of an Intercompany Interest is therefore deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

**7. Class 7 – Existing Equity Interests**

- a. Classification: Class 7 consists of all Existing Equity Interests in the Debtors.
- b. Treatment: 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 described in Article IV.D.1, in exchange for the Sponsor Equity Investment, the Consenting Sponsor shall receive one-hundred percent (100%) of the New Common Equity.

- c. *Voting*: Class 7 is Impaired under the Plan. Each Holder of an Existing Equity Interest is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of such Existing Equity Interest is not entitled to vote to accept or reject the Plan on account of such Interest.

**E. *Confirmation of Certain, But Not All Cases***

If the Plan is not confirmed as to one or more of the Debtors, but the other Debtors, with the consent of the Required Consenting Lenders and the Consenting Sponsor, determine to proceed with the Plan, then the Debtor(s) as to which the Plan may not be confirmed shall be severed from, and the Plan shall not apply to, such Debtor(s).

**F. *Special Provision Governing Unimpaired Claims***

Nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Unimpaired Claims or Interests, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims or Interests.

**G. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code***

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims. The Debtors reserve the right to modify the Plan in accordance with Article X.A of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

**H. *Elimination of Vacant Classes***

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

**I. *Voting Classes; Presumed Acceptance by Non-Voting Classes***

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims or Interests in such Class.

**J. *Subordinated Claims***

Unless otherwise expressly provided in the Plan or the Confirmation Order, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the Restructuring Support Agreement, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.**  
**MEANS FOR IMPLEMENTATION OF THIS PLAN**

**A.     *General Settlement of Claims and Interests***

Pursuant to sections 363 and 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 shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise and settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and within the range of reasonableness. All distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

**B.     *Restructuring Transactions***

On or before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall enter into any transaction and shall take any actions as may be necessary or appropriate to effectuate the restructuring as contemplated in, consistent with, and subject to the consent, approval, and consultation rights set forth in, the Restructuring Support Agreement and the New Credit Agreement. The applicable Debtors or the Reorganized Debtors will take any actions as may be necessary or advisable in consultation with the Initial Consenting Lenders to effect a corporate restructuring of the overall corporate structure of the Debtors, to the extent provided herein or in the Plan Supplement, including the issuance of all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan, one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, consistent with, and subject to the consent, approval, and consultation rights set forth in, the Restructuring Support Agreement and the New Credit Agreement. The transactions referred to in this paragraph shall be collectively referred to as the "Restructuring Transactions").

The actions to implement the Restructuring Transactions may include, in accordance with the consent rights in the Restructuring Support Agreement: (a) execute and deliver appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (b) execute and deliver appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable state law and such other terms to which the applicable entities may agree; (c) file appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; (d) take any such steps as may be necessary or desirable, in the Debtors reasonable determination, to effect the taxable transfer described in the prior paragraph; and (e) take all other actions that the applicable Entities determine to be necessary or appropriate in consultation with the Required Consenting Lenders, including making filings or recordings that may be required by applicable state law in connection with such transactions.

On the Effective Date, except to the extent otherwise provided in the Restructuring Support Agreement and Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements, shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full and discharged.

For purposes of effecting the Plan, none of the transactions contemplated in this Article IV.B shall constitute a change of control under any agreement, contract, or document of the Debtors.

All matters provided for herein involving the corporate structure of the Debtors or Reorganized Debtors, or any corporate organization, limited liability company formation, entity or asset transfer, or related action required by or desirable to the Debtors or Reorganized Debtors in connection herewith, with the consent of the Required Consenting Lenders and the Consenting Sponsor, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the shareholders, partners, members, directors, or managers of the Debtors or Reorganized Debtors, and with like effect as though such action had been taken unanimously by the equityholders, partners, members, directors, or managers, as applicable, of the Debtors or Reorganized Debtors.

**1. New Term Loan Facility**

On or substantially concurrent with the Effective Date, the New Obligor shall enter into the New Credit Agreement the terms of which will be set forth in the New Credit Documents. Entry of the Confirmation Order shall constitute approval of the New Credit Agreement and the New Credit Documents, all transactions contemplated thereby and all actions to be taken, undertakings to be made and obligations to be incurred by the New Obligor in connection therewith (including, without limitation, the payment of all reasonable and documented fees, indemnities, and expenses provided for therein), authorization of the New Obligor to enter into and execute the New Credit Documents and authorization for the New Obligor to create or perfect the Liens in connection therewith. The New Term Loan Facility will be in form and substance acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor, and will have terms consistent with those set forth in the Plan Supplement and the Restructuring Support Agreement. The New Term Loan Facility Agents, for the benefit of, the New Term Loan Lenders shall have valid, binding, and enforceable Liens on the collateral specified in, and to the extent required by, the New Credit Documents, which shall be deemed automatically perfected on the Effective Date. The guarantees, mortgages, pledges, Liens, and other security interests granted pursuant to the New Credit Documents (a) are granted as an inducement to the lenders under the New Term Loan Facility to extend credit thereunder, (b) are granted in good faith, for legitimate business purposes, and for reasonable equivalent value, (c) shall be deemed not to constitute a preferential transfer, voidable transfer, fraudulent conveyance, or fraudulent transfer under the Bankruptcy Code or any applicable non-bankruptcy law, and shall not otherwise be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever, and (d) shall have the priorities as set forth in the relevant New Credit Documents. In establishing the register of lenders under the New Term Loan Facility, the New Term Loan Facility Agents shall be entitled to conclusively rely upon (without further inquiry) any certificate, schedule, register, list, or other document provided by the Debtors, and/or the New Obligor.

**2. Sponsor Equity Commitment Letter**

On the Effective Date, the Consenting Sponsor shall commit to provide funding needed to complete the Borger Pipeline Project, on the terms specified in the Sponsor Equity Commitment Letter.

**3. Consummation of Pipeline Transfer**

On the Effective Date, the APA shall terminate pursuant to section 8.1(a) thereof and the terms of the Restructuring Support Agreement. Subject to the receipt of any necessary third-party consents, the parties to the APA shall complete the purchase and sale of the Purchased Assets (as defined in the APA) to

Navigator pursuant to the Bill of Sale. For the avoidance of doubt, the Purchased Assets shall be transferred to, and remain at all times at, an entity that is a guarantor under the New Term Loan Facility and the Lenders under the New Term Loan Facility shall maintain a first priority Lien on the Purchased Assets, which shall be the sole Lien on such assets.

**C. *Cancellation of Liens***

Upon the payment or other satisfaction of an Allowed Secured Claim in accordance with the terms of the Plan, (a) the Holder of such Allowed Secured Claim shall deliver to the Debtors or Reorganized Debtors (as applicable) any collateral or other property of the Debtors held by such Holder, and any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Secured Claim that may be required in order to terminate any Lien, related financing statements, mortgages, mechanic's liens, or *lis pendens*, or other similar interests or documents; and (b) the Debtors or Reorganized Debtors (as applicable) may file any termination statements, instruments of satisfaction, releases, or other related documents that the Debtors or Reorganized Debtors (as applicable) deem appropriate to evidence and/or effect the termination of any Lien, related financing statements, mortgages, mechanic's liens, or *lis pendens*, or other similar interests or documents, as applicable.

**D. *Sources of Consideration for Plan Distributions***

Consideration for Plan distributions shall come from:

**1. Sponsor Equity Investment**

On or before the Effective Date, New HoldCo LLC will be formed in accordance with the terms of the Restructuring Support Agreement. On the Effective Date, the Consenting Sponsor shall invest \$45,000,000.00 in New HoldCo LLC pursuant to the New LLC Agreement, which shall be used to (i) fund the Cash Payment pursuant to the Plan and (ii) provide at least \$6,000,000.00 of liquidity on the Effective Date (the "Sponsor Equity Investment"). In addition, the Consenting Sponsor shall commit to provide equity funding at New HoldCo LLC needed to complete the Borger Pipeline Project on the terms specified in the Sponsor Equity Commitment Letter. In exchange for the Sponsor Equity Investment, the Consenting Sponsor shall receive one-hundred percent (100%) of the New Common Equity.

All of the New Common Equity to be issued pursuant to the Plan and the New LLC Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Equity under the New LLC Agreement and Plan shall be governed by the terms and conditions set forth in the Plan, the New LLC Agreement, and the Restructuring Support Agreement applicable to such distribution or issuance, as applicable, and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

On the Effective Date, each Entity that receives New Common Equity under the Plan shall be deemed to have executed, without any further action by any party, the New LLC Agreement, which shall be Filed with the Plan Supplement. Notwithstanding the foregoing, all applicable Entities shall be required to sign the New LLC Agreement prior to the distribution to such Entity of any New Common Equity under the Plan or otherwise.

**2. Cash**

The Reorganized Debtors shall also fund distributions under the Plan with Cash on hand, including Cash from operations, including the proceeds of the Sponsor Equity Investment.

**E. *Corporate Existence***

Except as otherwise provided in the Plan, any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, or as a result of any Restructuring Transactions, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation or other form of Entity under governing state or foreign law, as the case may be, with all the powers of such corporation or other form of Entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, federal, or foreign law). For the avoidance of doubt, nothing in this Article IV.E prevents, precludes, or otherwise impairs the Reorganized Debtors, or any one of them, from merging, amalgamating, or otherwise restructuring their legal Entity form in accordance with applicable non-bankruptcy law after the Effective Date.

**F. *Vesting of Assets in the Reorganized Debtors***

Except as otherwise provided in the Plan, any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, or pursuant to a Final Order of the Bankruptcy Court, on the Effective Date, all property in each Estate, all Causes of Action of a Debtor, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court. Notwithstanding the foregoing, the Professional Fee Escrow Account shall not vest in any of the Reorganized Debtors; provided, however, when all Professional Fee Claims owing to Retained Professionals have been resolved (either because they are Allowed Professional Fee Claims that have been paid or because they have been disallowed, expunged, or withdrawn), any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

**G. *Cancellation of Existing Securities and Agreements***

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date:

1. the obligations of the Debtors pursuant, relating, or pertaining to and any certificate, share, note, bond, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of, or Interests in, the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder;

2. the obligations of the Debtors pursuant, relating, or pertaining to the Existing Credit Agreement Documents or any other agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of or Interests in the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged;

provided, however, in the cases of clauses (1) and (2) hereof, notwithstanding Confirmation or the occurrence of the Effective Date, any agreement that governs the rights of the Existing Agents, or any other Holder of a Claim shall continue in effect solely for purposes of:

- a. enabling Holders of Allowed Claims to receive distributions under the Plan as provided herein and for enforcing any rights hereunder or thereunder against parties other than the Debtors, the Reorganized Debtors, or their Representatives;
- b. determining the Lien and payment priority and other rights between the Credit Agreement Claims;
- c. allowing the Existing Agents, in accordance with Article VII of the Plan, to make distributions to the Holders of the Credit Agreement Claims;
- d. allowing the Existing Agents to maintain any right of priority of payment, indemnification, exculpation, contribution, subrogation, or any other claim or entitlement it may have under the Existing Credit Agreement Documents, as applicable (which shall survive and not be released, except as otherwise expressly provided in the Plan, other than against the Debtors and the Reorganized Debtors);
- e. allowing the Existing Agents to enforce any obligations owed to each of them under the Plan or the Confirmation Order;
- f. permitting the Existing Agents to appear before the Bankruptcy Court or any other court;
- g. permitting the Existing Agents to exercise rights and obligations relating to the interests of the Lenders to the extent consistent with the Plan and the Confirmation Order; and
- h. permitting the Existing Agents to perform any functions that are necessary to effectuate the foregoing;

provided, further, however, the preceding proviso shall not affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan; provided, further, for the avoidance of doubt, nothing in this section shall affect a cancellation of any New Common Equity or Intercompany Interests.

Except as expressly provided in the Plan and Confirmation Order, on the Effective Date, each of the Existing Agents and their respective agents, successors, and assigns shall be fully discharged of all of their duties and obligations under the applicable Existing Credit Agreement Documents.

## **H. *Corporate Action***

On the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved by the Bankruptcy Court in all respects, including, as applicable:

1. the execution and delivery of the Restructuring Documents and any related instruments, agreements, guarantees, filings, or other related documents;
2. the implementation of the Restructuring Transactions and any related instruments, agreements, guarantees, filings, or other related documents; and
3. all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date).

On the Effective Date, all matters provided for in the Plan involving the corporate structure of the other Reorganized Debtors, and any corporate, partnership, or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Holders of Interests, directors, or officers of the Debtors or the Reorganized Debtors.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including, without limitation, the Restructuring Documents and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Bankruptcy Court. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

## **I. *Corporate Governance of Reorganized Debtors***

The corporate governance for the Reorganized Debtors, including charters, certificates of formation, bylaws, operating agreements, limited liability company agreements, shareholder or stockholder agreements, registration rights agreements, or other organizational or formation documents, and the terms thereof, as applicable, the corporate form of Reorganized GMP, the initial structure, size, and composition of the new board of directors/managers and any other governance provisions applicable to Reorganized GMP shall be: (a) consistent with the terms of and subject to the consent rights set forth in the Restructuring Support Agreement; (b) consistent with section 1123(a)(6) of the Bankruptcy Code; and (c) set forth in the Plan Supplement. The identities of the initial members of the New Boards shall also be set forth in the Plan Supplement.

## **J. *Effectuating Documents; Further Transactions***

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the New Boards thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan, the Securities issued pursuant to the Plan, including the Restructuring Documents, and the Restructuring Transactions, in each case in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents, except those expressly required pursuant to the Plan.

**K. *Exemption from Certain Taxes and Fees***

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan (including under any of the Restructuring Documents and related documents) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, transfer tax, sale or use tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. Such exemption under section 1146(a) of the Bankruptcy Code specifically applies, without limitation, to: (a) the creation and recording of any mortgage, deed of trust, Lien, or other security interest; (b) the making or assignment of any lease or sublease; (c) any Restructuring Transactions; (d) the issuance, distribution, and/or sale of any Securities of the Debtors or the Reorganized Debtors; and (e) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including (i) any merger agreements, (ii) agreements of consolidation, restructuring, disposition, liquidation, or dissolution, (iii) deeds, (iv) bills of sale, or (v) instruments of transfer or assignment executed in connection with any Restructuring Transactions occurring under the Plan.

**L. *Preservation of Causes of Action***

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII of the Plan, unless expressly stated otherwise in the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or consummation of the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

**M. *Director and Officer Liability Insurance***

The Debtors' D&O Liability Insurance Policies shall remain in full force and effect under the Plan to the fullest extent possible under applicable law. Notwithstanding anything in the Plan to the contrary,

effective as of the Effective Date, the Reorganized Debtors shall be deemed to have assumed pursuant to sections 105(a) and 365(a) of the Bankruptcy Code all D&O Liability Insurance Policies with respect to the Debtors' directors, managers, and officers serving on or prior to the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations of the Debtors under their existing organizational documents, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan and no Proof of Claim, Administrative Claim, or objection to Cure Claim need be Filed with respect thereto.

The Debtors or the Reorganized Debtors, as the case may be, shall maintain their D&O Liability Insurance Policies and their Insurance Contracts providing employment practices liability coverage for those insureds currently covered by such Insurance Contracts for the remaining term of such Insurance Contracts and shall maintain runoff policies or tail coverage under policies in effect as of the Effective Date for a period of six years after the Effective Date, to the fullest extent permitted by such provisions, in each case in at least the scope and amount as currently maintained by the Debtors.

**N. *Exemptions from Securities Act Registration Requirements***

The offer, issuance, and distribution of the New Common Equity pursuant to the New LLC Agreement shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. state or other law requiring registration prior to the offering, issuance, distribution, or sale of Securities in accordance with, and pursuant to, section 4(a)(2) under the Securities Act. Such New Common Equity will be "restricted securities" as defined in Rule 144(a)(3) of the Securities Act, and will be subject to transfer restrictions under the U.S. federal securities laws, and any transfer restrictions in the New Organizational Documents applicable at the time of any future transfer of such New Common Equity or instruments.

**O. *Notice of Effective Date***

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall File a notice of the occurrence of the Effective Date with the Bankruptcy Court. The notice of Effective Date shall be served upon (a) the U.S. Trustee; (b) counsel to the Initial Consenting Lenders; (c) counsel to the Consenting Sponsor and Navigator; (d) counsel to the Existing Agents; (e) counsel to the New Term Loan Facility Agents; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the United States Attorney's Office for the Northern District of Texas; (i) the state attorneys general for all states in which the Debtors conduct business; (j) the Holders of the thirty (30) largest unsecured claims against the Debtors, on a consolidated basis; (k) all Persons listed on the Debtors' creditor matrix; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002.

**ARTICLE V.**

**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Court, as of the Effective Date under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

**B. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases***

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute prior to the assumption becoming effective. The Cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claims pursuant to this Article V.B shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure Claim has been fully paid pursuant to this Article V.B, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

**C. *Indemnification Obligations***

Except to the extent inconsistent with the Plan, the obligation of each Debtor to indemnify any individual who is serving or served as one of such Debtor’s directors, officers, or employees on or prior to the Effective Date will be deemed and treated as Executory Contracts that are assumed by each Reorganized Debtor pursuant to the Plan as of the Effective Date on the terms provided in the applicable certificates of incorporation, bylaws, or similar constituent documents, by statutory law or by written agreement, policies, or procedures of or with such Debtor; provided, the Reorganized Debtors shall not indemnify officers, directors, equity holders, or agents, or employees, as applicable, of the Debtors for any claims or Causes of Action arising out of or relating to any act or omission that is a criminal act or constitutes intentional fraud, gross negligence, or willful misconduct. Accordingly, such indemnification obligations will survive and be unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date. None of the Reorganized Debtors shall amend or restate any New Organizational Documents before or after the Effective Date to terminate or adversely affect any such indemnification obligations.

**D. *Insurance Contracts***

Each of the Debtors' Insurance Contracts and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (a) the Debtors shall be deemed to have assumed all Insurance Contracts and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revert in the Reorganized Debtors.

**E. *Modifications, Amendments, Supplements, Restatements, or Other Agreements***

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Unless expressly agreed upon in writing, any modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

**F. *Reservation of Rights***

Nothing contained in the Plan shall constitute a representation by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized 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, the Debtors or, after the Effective Date, the Reorganized Debtors shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

**G. *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 to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**H. *Contracts and Leases Entered into After the Petition Date***

Contracts and leases entered into after the Petition Date by any Debtor including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.**  
**TREATMENT OF GENERAL UNSECURED CLAIMS**

General Unsecured Claims will be (a) paid in Full in Cash in the ordinary course of business, (b) paid in Full in Cash on the Effective Date, or (c) Reinstated. The Debtors will resolve any dispute regarding the amount of a General Unsecured Claim in the ordinary course of the Debtors' business, and in accordance with the terms and conditions of the agreements governing such Claims. In the event that the Debtors and the Holder of any Disputed General Unsecured Claim are unable to resolve such dispute in accordance with the governing documents (if any), then the Debtors or the Reorganized Debtors shall move the Court to resolve such dispute. Holders of General Unsecured Claims accordingly are not required to File a Proof of Claim and no such parties should File a Proof of Claim.

**The Confirmation Order will constitute an order of the Court disallowing without prejudice any Proof of Claim Filed in the Chapter 11 Cases without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Court.**

**ARTICLE VII.**  
**PROVISIONS GOVERNING DISTRIBUTIONS**

**A. *Timing and Calculation of Amounts to be Disbursed***

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest (as applicable) shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VI hereof. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

**B. *Currency***

Except as otherwise provided in the Plan or Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate as of Effective Date at 4:00 p.m. prevailing Eastern Time, mid-range spot rate of exchange for the applicable currency as published in the next *The Wall Street Journal, National Edition* following the Effective Date.

**C. *No Distributions Pending Allowance***

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 a Final Order of the Bankruptcy Court, and the Disputed Claim has become an Allowed Claim.

**D. *Distribution Record Date***

Notwithstanding anything in this Plan to the contrary the claims register shall be closed on the Distribution Record Date, and the Disbursing Agent shall be authorized and entitled to recognize only those record Holders listed on the claims register as of the close of business on the Distribution Record Date; provided, however, if a Claim or Interest is transferred less than twenty (20) calendar days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee to the extent practicable and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

**E. *Distributions on Account of Claims Allowed as of the Effective Date***

Except as otherwise provided in the Plan, a Final Order, or as otherwise agreed to by the relevant parties, distributions with respect to Claims shall occur on the Effective Date (or as soon as reasonably practicable thereafter); provided, however, for the avoidance of doubt, Allowed Priority Tax Claims shall be paid in full in Cash on the Effective Date or in installment payments over a period not more than five years after the Petition Date pursuant to section 1129(a)(9)(c) of the Bankruptcy Code; provided, further, however, for the avoidance of doubt, Holders of Allowed Credit Agreement Claims shall receive their distributions in full on the Effective Date.

**F. *Addresses for Distributions***

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; provided that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors; provided further that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder. The Debtors, the Reorganized Debtors, and the Disbursing Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan.

**G. *Undeliverable Distributions***

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest. Notwithstanding the foregoing, following a period of one hundred eighty (180) calendar days after the Disbursing Agent's receipt of such returned undeliverable distribution, if the Disbursing Agent has not been notified of the then-current address of such Holder of a Claim, amounts in respect of such undeliverable distribution shall be returned to, revert to and vest in the Reorganized Debtors free of any restrictions thereon. Upon such vesting, the Claim of any Holder or successor to such Holder with respect to such returned undeliverable distribution shall be discharged, and the Holder of such Claim shall be forever barred, estopped, and enjoined from asserting such Claim against the Reorganized Debtors or their property.

**H. *Reversion***

Any distribution under the Plan that is an Unclaimed Distribution for a period of one hundred eighty (180) calendar days after such distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such Unclaimed Distribution shall revert to and vest in the Reorganized Debtors free of any restrictions thereon. Upon vesting, the Claim of any Holder or successor to such Holder with respect

to such property shall be cancelled, discharged, and forever barred, notwithstanding federal or state escheat, abandoned, or unclaimed property laws to the contrary.

**I. *Fractional Distributions***

Notwithstanding any other provision of the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall not be required to make partial distributions or distributions of fractional New Common Equity or distributions or payments of fractions of dollars. Whenever any payment or distribution of a fractional New Common Equity under the Plan would otherwise be called for, such fraction shall be deemed zero. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

**J. *Compliance Matters***

In connection with the Plan and all instruments issued in connection therewith and distributions thereunder, to the extent applicable, the Debtors, the Reorganized Debtors, and the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors, and the Disbursing Agent 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 Reorganized Debtors reserve 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.

Any party entitled to receive cash or any property as an issuance or distribution under this Plan shall, upon request, deliver to the Disbursing Agent or such other entity designated by the Reorganized Debtors (which entity shall subsequently deliver to the Disbursing Agent all tax forms received) an IRS Form W-9 or (if the payee is a foreign Entity) the appropriate IRS Form W-8 and any other forms or documents reasonably requested by any Reorganized Debtor to reduce or eliminate any withholding required by any federal, state, or local Taxing Authority. If such request is made by the Reorganized Debtors, the Disbursing Agent, or such other entity designated by the Reorganized Debtors or Disbursing Agent and the Holder, fails to comply before the date that is one hundred and eighty (180) calendar days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or their respective properties.

**K. *Claims Paid or Payable by Third Parties***

The Debtors or Reorganized Debtors shall reduce in full or in part a Claim to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not the Debtors or the Reorganized Debtors. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtors or the Reorganized Debtors on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the Reorganized Debtors, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

**L. *Applicability of Insurance Contracts***

Except as otherwise provided in the Plan, payments to Holders of Claims shall be in accordance with the provisions of any applicable Insurance Contracts. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any of the Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by any Insurers of any rights or defenses, including coverage defenses, held by such Insurer.

**M. *Setoffs***

Except as otherwise expressly provided for in the Plan, the Reorganized Debtors, to the extent authorized under 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, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any Claims, rights, and Causes of Action of any nature that the Debtors or the Reorganized Debtors, as applicable, may hold against the Holder of such Allowed Claim, 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, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by the Reorganized Debtors of any such Claims, rights, and Causes of Action that the Reorganized Debtors may possess against such Holder.

In no event shall any Holder of a postpetition Claim against the Debtors be entitled to set off such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder Files (or has already Filed) a motion requesting the authority to perform such setoff.

Except as may be agreed to by the Reorganized Debtors, in no event shall any Holder of a prepetition Claim against the Debtors be entitled to set off such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder Files (or has already timely Filed) a motion requesting the authority to perform such setoff by the Effective Date.

**N. *Allocation of Plan Distributions Between Principal and Interest***

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

**ARTICLE VIII.  
RELEASE, INJUNCTION, AND RELATED PROVISIONS**

**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.

#### **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.

#### **C. *Releases by the Debtors***

**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 this Article VIII.C 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.

#### **D. *Releases by Holders of Claims and Interests***

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 this Article VIII.D 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 this Article VIII, 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 this Article VIII 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 this Article VIII against any of the Released Parties.

**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.

**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.**

**G. *Waiver of Statutory Limitations on Releases***

**Each Releasing Party in each of the releases contained in the Plan expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in his favor, which if known by it may have materially affected its settlement with the party released, each Releasing Party has 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 executing the release, which if known by it may have materially affected its settlement with the Released Party, including the provisions of California Civil Code Section 1542. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected, unsuspected, foreseen, or unforeseen.**

**H. *Protection Against Discriminatory Treatment***

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, Governmental Units shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because such Debtor has been a debtor under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

**I. *Special Provision Governing Professional Fee Claims and Final Fee Applications***

For the avoidance of doubt, the releases in this Article VIII of the Plan shall not waive, affect, limit, restrict, or otherwise modify the right of any party in interest to object to any Professional Fee Claim or final fee application Filed by any Professional in the Chapter 11 Cases.

**ARTICLE IX.**  
**CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN**

**A.     *Conditions Precedent to the Effective Date***

The occurrence of the Effective Date shall be subject to the satisfaction of each of the following conditions precedent (each of which may not be waived without the consent of the Debtors, the Required Consenting Lenders, and, solely with respect to the waiver of any condition precedent that adversely impacts the economic treatment provided to such parties, the Consenting Sponsor and Navigator, such consent not to be unreasonably conditioned, delayed, or withheld):

1.     The Bankruptcy Court shall have entered the Confirmation Order and such Confirmation Order shall have become a Final Order;
2.     The conditions precedent to the effectiveness of the New Term Loan Facility shall have been satisfied or duly waived in writing and the New Term Loan Facility shall have closed or will close simultaneously with the effectiveness of the Restructuring Transactions;
3.     The Cash Payment shall have been made;
4.     The DSR Letter of Credit has been fully drawn;
5.     The Consenting Sponsor shall have made the Sponsor Equity Investment;
6.     The Plan, the Plan Supplement, and all documents contained in any Plan Supplement, including any exhibits or schedules thereto, will have been executed and/or effectuated, in form and substance consistent in all respects with the Restructuring Support Agreement, and shall not have been modified except as provided for in the Restructuring Support Agreement;
7.     The Restructuring Support Agreement is in full force and effect, all conditions will have been satisfied thereunder, and there will be no breach that would, after the expiration of any applicable notice or cure period, give rise to a right to terminate the Restructuring Support Agreement;
8.     No court of competent jurisdiction or other competent governmental or regulatory authority will have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, or prohibiting, in a material respect, the consummation of the Plan, the Restructuring Transactions, the Restructuring Support Agreement, or the Plan Supplement;
9.     The Debtors will have obtained all material authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions;
10.    The New Organizational Documents shall have been filed with the appropriate governmental authorities, as applicable; and
11.    The Debtors will have paid all fees and expenses set forth in the Restructuring Support Agreement through the Effective Date.

**B. *Substantial Consummation***

“Substantial Consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

**C. *Effect of Failure of a Condition***

If the conditions listed in Article IX.A of the Plan are not satisfied or waived in accordance with Article IX.A of the Plan on or before the first Business Day that is more than forty (40) calendar days after the date on which the Confirmation Order is entered or by such later date as may be agreed between the Debtors and the Required Consenting Lenders and the Consenting Sponsor, as applicable, and set forth by the Debtors in a notice Filed prior to the expiration of such period, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THIS PLAN**

**A. *Modification and Amendments***

Subject to the limitations contained herein and in the Restructuring Support Agreement, the Debtors reserve the right, with the consent of the Required Consenting Lenders and the Consenting Sponsor, to modify the Plan and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement, the Debtors expressly reserve their rights to alter, amend, or materially modify the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan.

**B. *Effect of Confirmation on Modifications***

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

**C. *Revocation or Withdrawal of This Plan***

Subject to the terms of the Restructuring Support Agreement, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation and consummation 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), assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims, (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the Holders of Claims or Interests or the Non-Debtor Affiliates, or (iii) constitute a representation, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity, including the Non-Debtor Affiliates.

**ARTICLE XI.**  
**RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims;
2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims; (b) any dispute regarding whether a contract or lease is or was executory or expired; and (c) any other issue related to an Executory Contract or Unexpired Lease;
4. resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to the amount of a Cure, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;
5. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
7. adjudicate, decide, or resolve any and all matters related to Causes of Action;
8. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
9. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement, including orders related to cases, controversies, suits, disputes or Causes of Action arising under the Valero Contracts and the P66 Contracts;
10. enter and enforce any order for the sale of property pursuant to section 363, 1123, or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, including cases, controversies, suits, disputes or Causes of Action arising under the Valero Contracts and the P66 Contracts;
12. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, or the Confirmation Order, or any agreement, instrument, or other document governing or relating to any of the foregoing;
13. 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 consummation or enforcement of the Plan;
14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
15. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the payment of General Unsecured Claims;
16. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
17. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement; provided, however, that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court;
18. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated herein, subject to the proviso in sub-paragraph 17 above;
19. consider any modifications of the Plan, to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
20. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
21. resolve disputes as to the ownership of any Claim or Interest;
22. hear and determine matters concerning state, local, federal, and foreign taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
23. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;
24. hear, adjudicate, decide, or resolve any and all matters related to Article VIII of the Plan, including without limitation, the releases, discharge, exculpation, and injunctions issued thereunder;

25. enforce all orders previously entered by the Bankruptcy Court;
26. hear any other matter not inconsistent with the Bankruptcy Code;
27. enter an order concluding or closing the Chapter 11 Cases; and
28. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including with respect to the settlements, compromises, discharges, releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Credit Documents and any documents set forth in the Plan Supplement shall be governed by the respective jurisdictional provisions therein.

## **ARTICLE XII.** **MISCELLANEOUS PROVISIONS**

### **A. *Immediate Binding Effect***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

### **B. *Additional Documents***

On or before the Effective Date, the Debtors may File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

### **C. *Reservation of Rights***

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement waives any rights of the Debtors with respect to the Holders of Claims or Interests prior to the Effective Date.

**D. *Successors and Assigns***

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiary, or guardian, if any, of each Entity.

**E. *Service of Documents***

Any pleading, notice, or other document required by the Plan to be served on or delivered shall be served by first class or overnight mail:

If to the Debtors or the Reorganized Debtors:

Glass Mountain Pipeline Holdings II LLC  
2626 Cole Ave, Suite 900  
Dallas, Texas 75204  
Attn: Kevin Strehlow, Esq.  
Email: kstrehlow@nesmidstream.com

with copies to:

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

-- and --

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

If to the Consenting Lenders:

Akin Gump Strauss Hauer & Feld LLP  
1 Bryant Park  
New York, NY 10036  
Attn.: Daniel Fisher, Esq.

Email: dfisher@akingump.com

--and--

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

If to the Consenting Sponsor:

GEPIF Glass Mountain Pipeline LLC  
1 Lafayette Place, 3<sup>rd</sup> Floor  
Greenwich, CT 06830  
Attn: Doug Vaccari  
Email: doug.vaccari@blackrock.com

with copies to:

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

**F. *Term of Injunctions or Stays***

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until 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.

**G. *Entire Agreement***

Except as otherwise indicated, the Plan, the Confirmation Order, the Restructuring Documents, the Plan Supplement, and documents related thereto 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.

**H. *Exhibits***

All exhibits and documents included in the Plan and the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies

of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://cases.stretto.com/GlassMountain> or the Bankruptcy Court's website at <https://www.txnb.uscourts.gov/>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

**I. *Deemed Acts***

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

**J. *Nonseverability 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, at the request of the Debtors, may 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 terms or provision shall then be applicable as altered or interpreted; provided, however, any such alteration or interpretation shall be acceptable to the Debtors, the Required Consenting Lenders, and the Consenting Sponsor and the remainder of the terms and provisions of the Plan will remain in full force and effect and will 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: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (c) nonseverable and mutually dependent.

**K. *Votes Solicited in Good Faith***

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and, pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, each of the Consenting Lenders, and each of their respective Affiliates, agents, representatives, members, principals, equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, partners (including both general and limited partners), managers, employees, advisors (including investment advisers), and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan.

**L. *Request for Expedited Determination of Taxes***

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

**M.     *Closing of Chapter 11 Cases***

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Surviving Case and any other open Chapter 11 Cases.

*[Signature Page Follows]*

Respectfully submitted, as of the date first set forth above by the Debtors,

Dated: October 1, 2021

GLASS MOUNTAIN PIPELINE HOLDINGS II LLC (for itself  
and on behalf of each of the other Debtors and Debtors in  
Possession)

/s/ Matthew Vining

Name: Matthew Vining

Title: President and Chief Executive Officer