UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In re:	)	
	)	Case No. 24-40236-can11
CORENERGY INFRASTRUCTURE TRUST, INC.,[1]	)	Chapter 11
	)	
Debtor.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING THE ADEQUACY OF THE DEBTOR'S DISCLOSURE STATEMENT FOR, AND CONFIRMING, THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION OF CORENERGY INFRASTRUCTURE TRUST, INC.

CorEnergy Infrastructure Trust, Inc. as Debtor or Debtor-in-Possession (the "Debtor"),[2] having:

a. commenced the above-captioned chapter 11 case (the "Chapter 11 Case") by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Missouri (the "Court") on February 25, 2024 (the "Petition Date");

b. filed, on February 25, 2024, the *Declaration of David J. Schulte, Debtor's Chairman and Chief Executive Officer, in Support of the Debtor's Chapter 11 Petition and Emergency First Day Pleadings* [Docket No. 10];

c. continued to operate its business as debtor-in-possession pursuant to §§ 1107(a) and 1108;

d. filed, on February 25, 2024, the *Plan of Reorganization of CorEnergy Infrastructure Trust, Inc. Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 19] and the *Disclosure Statement for the Chapter 11 Plan of Reorganization Dated February 25, 2024 of CorEnergy Infrastructure Trust, Inc.* [Docket No. 18];

e. filed, on February 26, 2024, the *Motion of the Debtor for Entry of an Order (I) Scheduling the Combined Hearing on Adequacy of the Disclosure Statement and Confirmation of the Plan, (II) Establishing Deadlines to Object to the Disclosure Statement and Plan (III) Approving the Form and Manner of the Combined Hearing Notices, (IV) Limiting the Requirement as to Certain Equity Security Holding*

[1] The Debtor's address is 1100 Walnut, Ste. 3350 Kansas City, MO 64106. The last four digits of the Debtor's taxpayer identification number are 1375.

[2] Capitalized terms used but not defined herein shall have the meanings given to them in the Plan.

Disclosures; and (V) Granting Related Relief [Docket No. 38] (the "Disclosure Statement Motion");

f. filed, on March 15, 2024, the solicitation versions of the *Plan of Reorganization of CorEnergy Infrastructure Trust, Inc. Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 133] (the "Plan"); and the *Disclosure Statement for the Chapter 11 Plan of Reorganization Dated February 25, 2024 of CorEnergy Infrastructure Trust, Inc.* [Docket No. 132] (the "Disclosure Statement");

g. on or about March 22, 2024, (i) caused solicitation packages to be distributed to Holders of Claims and Holders of Interests entitled to vote on the Plan, including to nominees with instructions to forward the materials to their beneficial holders, in accordance with the Conditional Disclosure Statement Order (as defined herein) as evidenced by the Certificate of Service [Docket No. 149] (the "Solicitation Certificate of Service");

h. published notice of the Combined Hearing in the *New York Times* on March 27, 2024, as set forth in the *Affidavit of Publication*, filed on March 29, 2024, [Docket No. 160] (the "Publication Notice");

i. filed on April 11, 2024, the *Notice of Filing of Plan Supplement for the Plan of Reorganization of CorEnergy Infrastructure Trust, Inc. Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 178] (as may be modified, amended or supplemented from time to time, the "Plan Supplement");

j. caused to be distributed to all applicable Holders of Claims and Interests (i) the Combined Hearing Notice (as defined in the Conditional Disclosure Statement Order), (ii) the notice of non-voting status, which informed recipients of their status as Holders of Claims or Interests in non-voting classes and provided the full text of the release, exculpation, and injunctions set forth in the Plan, (iii) a form by which such Holders could elect to opt out of the Third-Party Release (as defined below) by checking a prominently featured and clearly labeled box, and (iv) a postage prepaid, return-addressed envelope in which Holders could return their opt out elections to the Notice and Claims Agent, as applicable, in accordance with the Conditional Disclosure Statement Order as evidenced by the Solicitation Certificate of Service [Docket No. 149];

k. caused the voting certification (the "Voting Certification") to be filed on April 30, 2024 [Docket No. 197];

l. received three plan objections, including (i) the Objections [Docket Nos. 53, 171, and 172] filed by Jory Falcone ("Falcone"); (ii) the Objection [Docket No. 182] filed by Larry Alexander, Valerie Jackson, and Nester Taura (the "Crimson Objecting Parties"); and (iii) the Objection [Docket No. 184] filed by an ad hoc group of six beneficial holders of the Debtor's 7.3575% Series Cumulative Redeemable Preferred Stock (the "Ad Hoc Preferred Group");

m. resolved the Objection filed by the Crimson Objecting Parties as reflected in paragraph 35 herein below;

n. filed, on May 15, 2024, a memorandum of law in support of final approval of the adequacy of the Debtor's Disclosure Statement, Confirmation of the Plan, and omnibus reply to objections thereto (the "Confirmation Brief") [Docket No. 212];

o. provided to the Court, on May 20, 2024, a proposed order confirming the Plan;

This Court having:

a. entered, on March 19, 2024, the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation Procedures and Solicitation Packages, (III) Scheduling a Combined Hearing, (IV) Establishing Procedures for Objecting to the Plan, (V) Approving the Form, Manner, and Sufficiency of Notice of the Combined Hearing, and (VI) Granting Related Relief* [Docket No. 134] (the "Conditional Disclosure Statement Order");

b. set April 22, 2024, as the deadline for voting on the Plan (the "Voting Deadline");

c. set April 22, 2024, as the deadline for filing objections to the Plan or final approval of the Disclosure Statement;

d. set May 22, 2024, as the original date for the commencement of the Combined Hearing pursuant to the Bankruptcy Rules 3017 and 3018 and §§ 1126, 1128, and 1129 of the Bankruptcy Code, which date the Court later continued to May 23, 2024;

e. reviewed the Plan, the Disclosure Statement, the Conditional Disclosure Statement Order, the Plan Supplement, the Voting Certification, the Confirmation Brief, and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and Confirmation, including all objections, statements, and reservations of rights, if any, filed by parties-in-interest on the docket of the Chapter 11 Case;

f. reviewed the discharge, compromises, settlements, releases of liens, debtor releases, third-party releases, exculpations, and injunctions set forth in Article VIII of the Plan;

g. held the Combined Hearing;

h. heard the statements, arguments, and objections, if any, made in respect of final approval of the Disclosure Statement and Confirmation;

i. considered all oral representations, testimony, documents, filings, and other evidence admitted in connection with final approval of the Disclosure Statement and Confirmation;

j. overruled any and all objections, with prejudice, to the Plan, Confirmation, and final approval of the Disclosure Statement, and all statements and reservations of rights not consensually resolved, adjourned to a subsequent hearing, or withdrawn unless otherwise indicated herein; and

k. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in the Chapter 11 Case.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to final approval of the Disclosure Statement, Confirmation of the Plan, and entry of this Order were adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents filed in support of both approval of the Disclosure Statement and Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following finding of fact and conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Jurisdiction and Venue**. Venue in this Court was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1334. The Court has exclusive jurisdiction to (a) determine whether the Combined Disclosure Statement and Plan comply with the applicable provisions of the Bankruptcy Code and should be confirmed and (b) enter a final order with respect thereto.

B. **Findings of Fact and Conclusions of Law.** The findings of fact and conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in

accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Confirmation Hearing in relation to Confirmation are hereby incorporated into this Confirmation Order. To the extent any of the following constitutes findings of fact or conclusions of law, they are adopted as such. To the extent any of the Court's findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the Court's conclusions of law constitute findings of fact, they are adopted as such.

C. **Commencement of this Chapter 11 Case**. On the Petition Date, the Debtor filed a voluntary petition in this Court commencing the Chapter 11 Case for relief under the Bankruptcy Code. The Debtor continues to operate its business and manage its assets as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. No trustee or examiner has been appointed in this Chapter 11 Case, nor has any statutory committee of unsecured creditors or equity security holders been appointed in this Chapter 11 Case.

D. **Judicial Notice**. This Court takes judicial notice of the docket of this Chapter 11 Case, including all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered, submitted, or adduced at the hearings held before this Court during this Case. Any resolution of any objections to Confirmation filed on the docket or otherwise received by the Debtor that is explained on the record of the Combined Hearing is hereby incorporated by reference. Any and all unresolved objections, statements, informal objections, and reservations of rights related to the Disclosure Statement or Confirmation of the Plan are overruled on the merits.

E. **Plan Supplement**. The Plan Supplement complies with the terms of the Plan, and the filing and notice of the Plan Supplement was appropriate and no other or further notice is

or shall be required. The Debtor is authorized to modify the Plan Supplement documents following entry of this Confirmation Order in a manner consistent with the Plan, this Confirmation Order, and any otherwise applicable law.

F. **Transmittal and Mailing of Materials, Notice.** As evidenced by the Voting Certification and Solicitation Certificate of Service, due, adequate, and sufficient notice of the commencement of this Chapter 11 Case [Docket No. 37] and notice of the Disclosure Statement, the Plan, and the Combined Hearing, together with all deadlines for voting to accept or reject the Plan as well as to object to the Disclosure Statement and the Plan (including the releases provided therein) [Docket No. 149], was adequate and sufficient under § 1128, and in compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rules 2002, 3017, 3019, and 3020), the Local Rules, and other applicable laws and rules. No other or further notice is or shall be required. The publication and service of the Combined Hearing Notice as set forth in the Solicitation Certificate of Service complied with the Conditional Disclosure Statement Order.

G. **Adequacy of the Disclosure Statement.** The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy laws, rules, and regulations (including the Securities Act), and (b) "adequate information" (as such term is defined in § 1125(a) and used in § 1126(b)(2)), with respect to the Debtor, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement with the Clerk of the Court satisfied Bankruptcy Rule 3016(b). The Disclosure Statement and Plan describe in specific and conspicuous language all acts and actions to be enjoined and identify the Persons that would be subject to injunctions. Therefore, Bankruptcy Rule 3016(c) is therefore satisfied.

H. **Solicitation of Votes. Balloting and Acceptances of the Plan.** The solicitation procedures, and the solicitation of votes on the Plan in accordance with the Conditional Disclosure Statement Order, were appropriate and satisfactory based upon the circumstances of this Chapter 11 Case, were conducted in good faith, complied with §§ 1125 and 1126, Bankruptcy Rules 3017, 3018, and 3019, all other applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations, and were conditionally approved by the Conditional Disclosure Statement Order.

I. **Voting Certification.** As set forth in the Voting Certification, 100% of Class 4 (Grier Member Claims) voted, with all accepting; approximately 93% of Class 5 (Senior Notes) voted, with 99.9% accepting; and approximately 39% of Class 6 (Preferred Stock) voted, with 78.03% accepting. The Voting Classes voted to accept the Plan in accordance with the requirements of §§ 1124 and 1126. The Voting Certification was admitted into evidence during the Confirmation Hearing without objection. The procedures used to tabulate ballots as described in the Voting Declaration were fair and conducted in accordance with the Conditional Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

J. **Voting Results**. As a result of the balloting described above, and applying the rules for determining the acceptance or rejection of a plan under §§ 1126(c), (d), (f), and (g), the Classes voted to accept or reject the Plan as follows:

Class	Description	Status	Voting Outcome
1	Secured Claims	Unimpaired	Deemed to accept
2	Other Priority Claims	Unimpaired	Deemed to accept
3	General Unsecured Claims	Unimpaired	Deemed to accept

4	Grier Member Claims	Impaired	Yes
5	Senior Notes	Impaired	Yes
6	Preferred Stock	Impaired	Yes
7	Common Stock	Impaired	Deemed to reject

K. **Restructuring Support Agreement and Plan Supplement.** The Restructuring Support Agreement ("RSA") and all documents included in the Plan Supplement are an integral part of and incorporated by reference into the Plan and this Order. Subject to the Plan and RSA (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtor's right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date is reserved; provided however, any to alteration, amendment, update, or modification, in each case in whole or in part, of the Plan Supplement is subject to § 1127 to the extent it affects the terms of the Plan. For the avoidance of doubt, all consent rights under the RSA with respect to the Plan Supplement are fully reserved. The Debtor served the Plan Supplement on all reasonable known parties in interest. No other or further notice is or shall be required.

L. **Exit Financing.** The Takeback Debt Documents and Revolving Credit Facility Documents (the "Finance Documents") are essential elements of the Plan and reflect the Debtor's exercise of its business judgment consistent with its fiduciary duties, and entry into the Finance Documents is in the best interest of the Debtor, its Estate, and all Holders of Claims and Interests, and is necessary and appropriate for consummation of the Plan and the operations of the Reorganized Debtor. The terms of the Finance Documents are fair, reasonable, and customary, and the Debtor provided adequate notice thereof. The parties to each of the Finance Documents negotiated in good faith and at arm's-length, without intent to hinder, delay, or

defraud any creditor of the Debtor, and the Finance Documents are supported by reasonably equivalent value and fair consideration. The financial accommodations thereunder, including the credit extended and loans made or deemed made to the Reorganized Debtor, and any liens granted by the Reorganized Debtor, pursuant to the applicable Finance Documents, and any fees paid or to be paid thereunder, are deemed to have been extended, issued, granted, and made or deemed made in good faith and for legitimate business purposes, shall not be subject to recharacterization for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances or other avoidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. The execution, delivery, or performance by the Debtor or the Reorganized Debtor, as applicable, of any documents in connection with the Finance Documents and compliance with the terms thereof by the Debtor or the Reorganized Debtor, as the case may be, is authorized by, and does not and will not conflict with, the terms of the Plan or this Order. Each party to the Finance Documents may rely upon the provisions of this Order in closing the transaction.

M. **Burden of Proof.** The Debtor has met its burden of proving the elements of §§ 1129(a) and 1129(b) by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Each witness who testified on behalf of the Debtor in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in such witness' testimony.

N. **§ 1129(a)(1).** The Plan complies with all applicable provisions of title 11 and therefore satisfies § 1129(a)(1). In particular, and without limiting the generality of the immediately preceding sentence:

i. The Plan properly classifies Claims and Interests under the Plan. In accordance with §§ 1122(a) and 1123(a)(1), Article III of the Plan provides for the separate classification of Claims and Interests into seven Classes, based on differences in the legal nature of priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which need not be classified). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan. The classifications were not promulgated for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. In accordance with § 1122(a), each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan, therefore, satisfies §§ 1122 and 1123(a)(1);

ii. Article III of the Plan specifies that Class 1, 2, and 3 Claims are unimpaired within the meaning of § 1124. Accordingly, the Plan satisfies the requirements of § 1123(a)(2). Additionally, Article II of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not separately classified under the Plan;

iii. Article III of the Plan specifies that Classes 4, 5, 6, and 7 are impaired under the Plan under § 1124 and details the treatment of such Classes. Accordingly, the Plan satisfies the requirements of § 1123(a)(3);

iv. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of § 1123(a)(4);

v. Article IV and elsewhere in the Plan and the various documents, agreements, exhibits, and attachments to the Plan, the Plan Supplement, and the Disclosure Statement provide detailed, adequate, and proper means for the Plan's implementation. Accordingly, the Plan satisfies the requirements of § 1123(a)(5);

vi. Section 4.15 of the Plan provides that the New Governance Documents will prohibit the issuance of non-voting equity securities to the extent required under § 1123(a)(6). Accordingly, the Plan satisfies the requirements of § 1123(a)(6); and

vii. The Plan satisfies § 1123(a)(7). The Plan and Plan Supplement contain provisions regarding the manner and selection of the Reorganized Debtor's directors and officers that are consistent with the interests of holders of claims and interests and public policy. Pursuant to § 1129(a)(5), the identity and affiliations of any person proposed to serve as

a director or officer of the Reorganized Debtor has been disclosed. Accordingly, the Plan satisfies the requirements of § 1123(a)(7).

O. **Additional Plan Provisions (§ 1123(b)).** As set forth below, the discretionary provisions of the Plan comply with § 1123(b) and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, § 1123(b) is satisfied.

i. The Plan complies with § 1123(b)(1). Under Article III of the Plan, Classes 1, 2, and 3 are unimpaired, and Classes 4, 5, 6, and 7 are impaired.

ii. The Plan complies with § 1123(b)(2). The Debtor has exercised reasonable business judgment in determining to assume or reject, as the case may be, the Executory Contracts and Unexpired Leases under the terms of the Plan and Confirmation Order, including but not limited to Article V of the Plan.

iii. The Plan complies with § 1123(b)(3).

iv. The Plan contains certain other provisions that may be construed as permissive but are required for confirmation under the Bankruptcy Code. These discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying § 1123(b)(6).

P. **Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action.** As set forth below, the Plan complies with § 1123(b)(3). In accordance with Bankruptcy Rule 9019, solely as to the signatories to the RSA, in consideration for the classification, settlement, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and

settlement of all such Claims, Interests, and Causes of Action in the Impaired Classes and controversies relating to the contractual, legal, and subordination rights that a Holder of an Impaired Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made or treatment provided on account of such Allowed Claim or Interest, as set forth in the RSA and as between the Consenting Lenders and the Debtors. The entry of this Order shall constitute the Bankruptcy Court's approval of such compromise and settlement, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

1. In accordance with the Plan, without any further notice or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtor may compromise and settle Claims against the Debtor and its Estate and Causes of action against other entities.

2. The entry of this Order shall constitute this Court's approval of the compromise or settlement of all Claims and Interests in the Impaired Classes and controversies and a finding by the Bankruptcy Court that such compromise or settlement is in the best interest of the Debtor, its Estate, and Holders of Claims and Interests and is within the range of reasonableness for the settlement of such Claims and Interests being fair, equitable and reasonable under the circumstances.

3. Article 8.01 of the plan provides for the discharge of Claims against and terminated Interests in the Debtors (the "Discharge"); Article 8.02 provides for the release of the Released Parties by the Debtors and their Estates (the "Debtor Release"); Article 8.03 provides

for the release of the Released Parties by the Releasing Parties (the "Third-Party Release"); Article 8.04 provides for exculpation of the Exculpated Parties (the "Exculpation"); and Article 8.05 provides for an injunction (the "Injunction"), in each case as set forth in the Plan. These provisions were fully and conspicuously disclosed to all parties in interest, and, in the case of the Third-Party Release, such provisions are fully consensual. The Court has jurisdiction under §§ 1334(a)-(b) of the Judicial Code and authority under § 105 of the Bankruptcy Code to approve each of the Discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction.

4. As has been established based upon the evidence presented at the Combined Hearing, the Discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction (a) were given in exchange for good, valuable, and adequate consideration after due notice and opportunity for hearing, (b) are appropriately tailored under the facts and circumstances of this Chapter 11 Case, (c) were integral to the agreements and settlements among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in § 1123, (d) confer substantial benefits on the Estate, (e) are fair, equitable, and reasonable, and (f) are in the best interest of the Debtor, the Estate, and parties in interest. Further, the failure to implement the Discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction would impair the Debtor's ability to confirm and implement the Plan.

i. **Debtor Releases.** Pursuant to § 1123(b)(3)(A), a plan may "provide for the settlement or adjustment of any claim or interest belonging to the debtor or to the estate." 11 U.S.C. § 1123(b)(3)(A). Plan Section 8.02 provides a Debtor release of certain Claims and Causes of Action. *See*

Plan § 8.02. The Releases are within the range of reasonableness for settlements under Rule 9019, and these releases are permissible under, and consistent with, § 1123(b)(3)(A).

i. **The Third-Party Release**. The Third-Party Release is consensual through the opt-out mechanism provided to all Claim Holders and Interest Holders. Additionally, (a) the Released Parties share an identity of interest with the Debtor pursuant to various indemnification agreements between the parties; (b) the Released Parties have contributed substantial time, money, or resources to the Debtor's reorganization causing a benefit to the Estate; (c) the Third-Party Release is essential to the success of the Debtor's reorganization; (d) the vast majority of Claim Holders did not reject the Third-Party Release through the opt-out mechanism offered by the Debtor; and (e) the Plan provides for payment exceeding the liquidation value of the claims of the classes affected by the Third-Party Release provision. *See In re U.S. Fidelis, Inc.*, 481 B.R. 503, 517-21 (Bankr. E.D. Mo. 2012); *In re Master Mortg. Inv. Fund, Inc.*, 168 B.R. 930, 937-38 (Bankr. W.D. Mo. 1994).

ii. **Exculpation.** The Exculpation Provision protects the integrity of the restructuring efforts at the core of the Chapter 11 plan, protects those involved in the restructuring, and it reflects an appropriate application of the *Barton* Doctrine. *See In re PWS Holding Corp.*, 228 F.3d 224, 245 (3d. Cir. 2000) (distinguishing exculpation from third-party releases); *Barton v. Barbour*, 104 U.S. 126 (1881). To the extent the Exculpation Provision is

subject to the standard for third-party releases, it satisfies those requirements.

iii. **Injunction.** The Injunction Section 8.05 implements the Plan's discharge, release, and exculpation provisions. *See* 11 U.S.C. § 105(a).

iv. **Causes of Action.** Section 4.20 of the Plan provides that Causes of Action are retained consistent with § 1123(b)(3)(B).

Q. **Additional Plan Provisions (§ 1123(d)).** Section 1123(d) provides that "if it is proposed in a plan to cure a default the amount necessary to cure the default shall be determined in accordance with the underlying agreement and applicable nonbankruptcy law." 11 U.S.C. § 1123(d). The Plan provides for the satisfaction of default Claims associated with each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan in accordance with § 365(b)(1). All Cure Amounts will be determined in accordance with the underlying agreements and applicable non-bankruptcy law. Thus, the Plan complies with § 1123(d).

R. **§ 1129(a)(2).** The Debtor has complied with all applicable provisions of the Bankruptcy Code. In particular, Debtor is an eligible debtor under § 109 and a proper proponent of the Plan under § 1121(a), the Debtor has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, and the Debtor solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement pursuant to § 1125(a) and the Conditional Disclosure Statement Order. Therefore, the requirements of § 1129(a)(2) are satisfied.

S. **§ 1129(a)(3).** Section 1129(a)(3) requires a chapter 11 plan be "proposed in good faith and not by any means forbidden by law." 11 U.S.C. § 1129(a)(3). "[A] plan is considered proposed in good faith if there is a reasonable likelihood that the plan will achieve a result

consistent with the standards prescribed under the Code." *See Ad Hoc Comm. Of Non-Consenting Creditors v. Peabody Energy Corp. (In re Peabody Energy Corp.)*, 933 F.3d 918, 927 (8th Cir. 2019) (internal citation omitted); *In re Union Fin. Servs.*, 303 B.R. at 419) (noting same); *see also In re PWS Holding Corp.*, 228 F.3d at 242. Good faith for purposes of § 1129(a)(3) is often found where a plan is the result of a debtor's arm's-length negotiations with creditors and is supported by key creditor constituencies. *See In re Union Fin. Servs.*, 303 B.R. at 419–20); *In re Trans World Airlines*, 185 B.R. at 314. The Plan and the Restructuring Transactions are the product of arm's-length negotiations by and among the Debtor and the Ad Hoc Noteholder Group, aimed at deleveraging the Debtor's debt through the issuance of the Takeback Debt and implementing the Revolving Credit Facility which affords the Debtor access to funds in the event of an emergency to ensure a successful reorganization. This comports with one of the principal purposes of chapter 11: "to allow the Debtors to reorganize by providing them with a capital structure that will allow them to satisfy their pre-petition obligations with sufficient liquidity and capital resources to conduct their businesses." *In re Union Fin. Servs.* 303 B.R. at 414. Additionally, the Plan has been proposed in compliance with applicable law, rules, and regulations. The Plan was conceived and proposed as "a good-faith attempt to provide the most recovery to creditors, satisfy a wide variety of stakeholders, and expeditiously emerge from bankruptcy with a feasible plan." *See In re Peabody Energy Corp.*, 582 B.R. 771, 783 (E.D. Mo. 2017). Based on the foregoing and the record of this Chapter 11 Case, including the overwhelming support of the Holders of Claims and Interests entitled to vote on the Plan, the Plan has been proposed in good faith and not by any means forbidden by law. Accordingly, the requirements of § 1129(a)(3) are satisfied.

T. **§ 1129(a)(4).** Section 1129(a)(4) requires that "[a]ny payment made or to be made by the [plan] proponent . . . for services or for costs and expenses in or in connection with the case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the court as reasonable." 11 U.S.C. § 1129(a)(4). The Plan provides for Court approval of the fees of Estate professionals. Additionally, pursuant to the *Order Authorizing the Debtor's Assumption of the Restructuring Support Agreement, Dated as of February 25, 2025* [Docket No. 163] (the "RSA Order"), the payment of fees to the professionals for the Ad Hoc Noteholder Group fees is subject to review by the United States Trustee, and, in the event of a dispute, the Court. Accordingly, the Plan satisfies the requirements of § 1129(a)(4).

U. **§ 1129(a)(5).** Section 1129(a)(5) requires that the proponent of a plan disclose the identity and affiliations of the proposed officers and directors of the successor to the debtor under the plan; that the appointment or continuance of such officers and directors be consistent with the interests of creditors and equity security holders and with public policy; and, to the extent that there are any insiders that will be retained or employed by the successors to the debtor, that there be disclosure of the identity and nature of any compensation of any such insiders. *See* 11 U.S.C. § 1129(a)(5). The Debtor has disclosed the identity of officers and directors of the Reorganized Debtor, to the extent known, and nature of any compensation of any insiders retained or employed by the Reorganized Debtor. Accordingly, the Plan satisfies the requirements of § 1129(a)(5).

V. **§ 1129(a)(6).** The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require regulatory approval. Therefore, § 1129(a)(6) does not apply to the Plan.

W. **§ 1129(a)(7).** Section 1129(a)(7) requires that a plan be in the best interests of creditors and equity holders. *See* 11 U.S.C. § 1129(a)(7). The evidence in support of the Plan and the facts and circumstances of the Chapter 11 Case, establish that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtor were liquidated on the Effective Date under chapter 7. In addition, the Liquidation Analysis attached as Exhibit D to the Disclosure Statement, as well as the other evidence related thereto in support of the Plan that was presented to the Court in connection with the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by any other evidence; and (d) establishes that each Holder of an Allowed Claim or Interest in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7. The Ad Hoc Preferred Group objected to the Debtor's valuation ostensibly under § 1129(a)(7), but it elected not to prosecute its valuation Objection. The Debtor has demonstrated that the Plan satisfies § 1129(a)(7).

X. **§ 1129(a)(8).** Section 1129(a)(8) requires that each class of claims or interests either accept the plan or not be impaired by the plan. *See* 11 U.S.C. § 1129(a)(8). The Holders of Claims or Interests in Class 1 (Secured Claims), Class 2 (Other Priority Claims), and Class 3 (General Unsecured Claims) are unimpaired under the Plan within the meaning of § 1124 and are conclusively presumed to have accepted the Plan pursuant to § 1126(f). Each of Classes 4, 5 and 6 voted to accept the Plan. Class 7 is deemed to have rejected the Plan under § 1126(g) because

Class 7 does not receive or retain any property under the Plan. Accordingly, the Plan does not comply with § 1129(a)(8). However, the Plan is confirmable under § 1129(a)(10) because Classes 4, 5, and 6 voted to accept the Plan and, with respect to Class 7, § 1129(b) is satisfied as set forth below.

Y. **§ 1129(a)(9).** Section 1129(a)(9) requires that persons holding allowed claims entitled to priority under § 507(a) receive specified cash payments under the plan. *See* 11 U.S.C. § 1129(a)(9). The treatment of Allowed Administrative Expense Claims and Professional Fee Claims pursuant to Sections 2.01 (Administrative and Priority Claims), 2.02 (Professional Fee Claims), and 2.04 (Priority Tax Claims) of the Plan satisfies the requirements of §§ 1129(a)(9)(A), 1129(a)(9)(B), and 1129(a)(9)(C) because the Debtor has or will receive sufficient cash to pay such claims and such claims will be paid in full on or as soon as reasonable practicable after the Effective Date, or, if not then due, on or as soon as reasonable practicable after the applicable due date. Accordingly, the Plan satisfies the requirements of § 1129(a)(9).

Z. **§ 1129(a)(10).** Section 1129(a)(10) requires the acceptance of a plan by at least one class of impaired claims, "determined without including any acceptance of the plan by any insider." 11 U.S.C. § 1129(a)(10). Class 5 (Senior Notes) and Class 6 (Preferred Stock) are both impaired classes and voted to accept the Plan, determined without including any acceptance of the Plan by an insider. *See* Voting Certification. Accordingly, at least one Class of Claims against the Debtor that is impaired under the Plan has voted to accept the Plan, thereby satisfying the requirements of § 1129(a)(10).

AA. **§ 1129(a)(11).** The Plan satisfies § 1129(a)(11). As reflected in the financial projections attached as Exhibit F to the Disclosure Statement (the "Financial Projections"), the estimated effective date case attached as Exhibit J to the Plan Supplement (the "Estimated

Effective Date Cash") and other evidence supporting Plan Confirmation proferred or adduced by the Debtor at, or prior to, the Combined Hearing, the Reorganized Debtor will have sufficient liquidity to honor their obligations under the Plan and to fund their business operations after Confirmation of the Plan without the need for liquidation or further financial reorganization. The Financial Projections and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, the Combined Hearing: (a) are reasonable, persuasive, and credible as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors shall have sufficient liquidity and be able to meet its financial obligations under the Plan in the ordinary course of its business.

BB. **§ 1129(a)(12).** Section 1129(a)(12) requires the payment of "[a]ll fees payable under § 1930 of title 28, as determined by the court at the hearing on confirmation of the plan." 11 U.S.C. § 1129(a)(12). Section 507 provides that "any fees and charges assessed against the estate under [§ 1930] of title 28" are afforded priority as administrative expenses. 11 U.S.C. § 507(a)(2). The Plan provides that all fees payable pursuant to § 1930 of title 28 of the United States Code, as determined by the Court, have been or will be paid on or before the Effective Date pursuant to Section 2.05 of the Plan, thereby satisfying the requirements of §§ 507 and 1129(a)(12).

CC. **§§ 1129(a)(13), (14), (15), and (16).** Sections 1129(a)(13), (14), (15), and (16) do not apply to this case because the Debtor (i) offered no "retiree benefits" (as defined in §

1114), (ii) does not owe any domestic support obligations, (iii) is not an individual, and (iv) is not a nonprofit corporation.

DD. **§ 1129(b).** All requirements for confirmation of a plan set forth in § 1129(a) have been satisfied except for the requirement of § 1129(a)(8) that all impaired classes have voted to accept the Plan. However, § 1129(b)(1) provides that a plan that satisfies all requirements for confirmation except for compliance with § 1129(a)(8) may nevertheless be confirmed if the plan does not discriminate unfairly and is fair and equitable with respect to the non-accepting Classes. The only non-accepting Class is Class 7. The Plan does not discriminate unfairly and is fair and equitable with respect to Class 7 because no holder of any interest junior to Class 7 will receive anything under the Plan and no Holder of a Claim in a Class senior to such Class is receiving more than 100% on account of its Claim. See 11 U.S.C. § 1129(b)(2)(c)(ii). Thus, the Plan may be confirmed notwithstanding the failure to satisfy § 1129(a)(8).

EE. **§ 1129(c)**. The Plan is the only plan filed in this Chapter 11 Case and, accordingly, § 1129(c) is satisfied in this Chapter 11 Case.

FF. **§ 1129(d)**. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no governmental entity has objected to the confirmation of the Plan on any such grounds. The Plan, therefore, satisfies the requirements of § 1129(d).

GG. **§ 1129(e)**. The Chapter 11 Case is not a small business case, so § 1129(e) does not apply to the Chapter 11 Case.

HH. **Good Faith Solicitation (§ 1125(e))**. The Debtor and its agents solicited and tabulated votes on the Plan and participate in the activities described in § 1125 fairly, in good faith within the meaning of § 1125(e), and in a manner consistent with the Disclosure Statement,

the Conditional Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations. The Debtor and its agents participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan. The Debtor participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, solicitation, and/or purchase of the securities offered under the Plan (if any participation was made).

II. **Satisfaction of Confirmation Requirements**. Based on the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with Confirmation of the Plan and all evidence and arguments made, proffered or adduced at the Combined Hearing, the Plan satisfies the requirements for confirmation set forth in § 1129.

JJ. **Likelihood of Satisfaction of Conditions Precedent to the Effective Date**. Each condition precedent to the Effective Date set forth in Article IX of the Plan has been or is reasonably likely to be satisfied or waived in accordance with Article IX of the Plan.

KK. **Implementation**. All documents necessary to implement the Plan and all other relevant and necessary documents are essential elements of the Plan, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtor and its Estate, and shall, upon completion of documentation and execution and delivery, be valid, binding, and enforceable in accordance with their respective terms and conditions. The Debtor has exercised reasonable business judgment in determining to

enter into these documents and the documents have been negotiated in good faith and at arm's length. The Debtor and the Reorganized Debtor, as applicable, are authorized, without any further notice to or action, order or approval of the Court, to finalize, execute, and deliver all agreements, documents, instruments, and certificates relating thereto and perform its obligations thereunder in accordance with the Plan.

LL. **Objections**. All parties have had a full and fair opportunity to litigate all issues raised by the objections or which might have been raised and the objections have been fully and fairly litigated.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, THAT:

1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

2. **Objections.** Any and all objections, responses, statements, reservation of rights, and comments in opposition to the Plan and the Disclosure Statement, other than those withdrawn with prejudice in their entirety, waived, settled, or resolved prior to the Combined Hearing, or otherwise resolved on the record of the Combined Hearing and/or herein, are hereby overruled and denied on the merits.

3. **Disclosure Statement.** The Disclosure Statement (a) contains information of a kind generally consistent with the disclosure requirements of applicable non-bankruptcy law (including the Securities Act), (b) contains "adequate information" (as such term is defined in §

1125(a)(1) and used in § 1126(b)(2)) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is **APPROVED** on a final basis in all respects.

4. **Solicitation Procedures.** Solicitation, pursuant to the Conditional Disclosure Statement Order, was appropriate and satisfactory under the circumstances of this Chapter 11 Case and satisfy the requirements of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and applicable non-bankruptcy law and are hereby approved in all respects.

5. **Ballots.** The form of Ballots attached as Exhibit C through Exhibit E-3 to the Conditional Disclosure Statement Order complies with Bankruptcy Rule 3018(c) and is approved in all respects.

6. **Tabulation Procedures.** The procedures used for tabulations of votes to accept or reject the Plan, as set forth in the Disclosure Statement and the Disclosure Statement Motion and Conditional Disclosure Statement Order, are approved in all respects.

7. **Voting.** The Voting Record Date is approved in all respects. The Voting Deadline with respect to Class 4 (Grier Member Claims), Class 5 (Senior Notes), and Class 6 (Preferred Stock) provided a reasonable time and sufficient time to make an informed decision to accept or reject the Plan and is approved in all respects.

8. **Confirmation.** The Plan in the form attached hereto as **Exhibit A** is approved and confirmed under § 1129. The terms and conditions of the Plan and all related documents (including any supplements, amendments, or modifications thereof in accordance with this Order and the Plan), including, without limitation, the documents contained in the Plan Supplement (including the Finance Documents), are an integral part of this Order and the Plan, are incorporated by reference into this Order, and are hereby approved in all respects. The Debtor is authorized to enter into and execute all documents and agreements related to the Plan (including

all documents referred to therein or herein and any related documents), and the execution, delivery, and performance thereafter by the Reorganized Debtor, are hereby approved and authorized in all respects.

9. **Plan Classifications Controlling.** The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions and treatment thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtor, the Reorganized Debtor, or Holders of Claims for purposes other than voting on the Plan.

10. **Corporate Action.** Notwithstanding any provisions of the applicable state law, including Maryland General Corporation Law, New York Business Corporation Law, § 1142(b) of the Bankruptcy Code and any other comparable provisions under any applicable law, no action of the respective directors, equity holders, trustees, managers or members of the Debtor is required to authorize the Debtor to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument or other document to be executed, delivered, adopted or amended in connection with the implementation of the Plan. In particular, on or before the Effective Date, as applicable, all actions contemplated under the Plan (including under the

documents contained in the Plan Supplement) shall be deemed authorized and approved by the Bankruptcy Court in all respects without any further corporate or equity holder action.

11. **Means for Implementation of the Plan.** Each of the provisions governing the means for implementation of the Plan set forth in Article IV of the Plan shall be, and hereby are, approved in all respects. The Debtor is authorized to take all actions reasonably necessary to implement the Plan on the terms set forth in Article IV of the Plan. Further, upon the Effective Date, the Debtor or Reorganized Debtor, as applicable, is authorized to make the payments or other distributions set forth in Article II and Article III of the Plan.

12. **Exemption from Certain Taxes and Fees.** To the fullest extent permitted by § 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtor or the Reorganized Debtor, including the New Common Stock; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Reorganized Debtor's obligations under and in connection with the Revolving Credit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax,

Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the this 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 without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of § 1146(a), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

13. **New Common Stock.** On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions, Reorganized Debtor shall issue the New Common Stock. Each distribution and issuance of the New Common Stock shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution and/or issuance, as applicable, including the New Governance Documents, which terms and conditions shall be deemed valid, binding, and enforceable against each Entity receiving such distribution and/or issuance of the New Common Stock without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). Any Entity's acceptance of New Common Stock shall be deemed as its agreement to the New Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms.

14. **Exemption from Registration Requirements.** The offer, distribution, and issuance, as applicable, of the New Common Stock under the Plan and the Restructuring

Transactions shall be exempt from registration and prospectus delivery requirements under applicable securities laws (including Section 5 of the Securities Act or any similar state or local law requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issue of a security) pursuant to § 1145(a) of the Bankruptcy Code, Section 4(a)(2) of the Securities Act, and/or other applicable exemptions. An offering of New Common Stock provided in reliance on the exemption from registration under the Securities Act pursuant to § 1145(a) may be sold without registration to the extent permitted under § 1145 and such New Common Stock may be resold without registration to the extent permitted under § 1145. All New Common Stock issued to Holders of Allowed Claims on account of their respective Claims shall be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on § 1145(a). All New Common Stock shall be issued without registration under the Securities Act or Regulation D promulgated thereunder.

15. **Finance Documents.** On or around the Effective Date, the Reorganized Debtor is hereby authorized to enter into, execute, and deliver the Finance Documents and all transactions contemplated thereby, and pay any and all applicable fees and expenses due in connection with the Finance Documents. The Administrative Agent for the Finance Documents is authorized to enter into the Finance Documents on the Effective Date, and execution of the Finance Documents by the Administrative Agent shall be deemed to bind all Lenders (as defined thereunder) that are issued Term Notes (as defined thereunder) (each a "Term Lender"), as if such Term Lender had executed the Financing Documents with appropriate authorization.

16. **Existing Senior Notes.** The Depository Trust Company ("DTC"), the Indenture Trustee, their agents, attorneys, successors, and assigns are hereby authorized and directed to take all actions necessary to terminate the existing Senior Notes on (a) the Effective Date and (b)

following the receipt by each Holder of the Senior Notes of (i) its Pro Rata share of the Takeback Debt Principal Amount, (ii) its Pro Rata share of the Senior Note Payment and any Excess Effective Date Cash, if any, and (iii) its Pro Rata share of the New Common Stock allocated to Class 5, and shall fully cooperate and facilitate the transactions contemplated pursuant to the Plan with respect to Class 5, as well as cancel the existing Senior Notes, as applicable. Further, the DTC and Indenture Trustee, their agent, attorneys, successors, and assigns are hereby authorized and directed to take any lawful action as instructed by, at the expense of, the Debtor or Reorganized Debtor, as the case may be, that may be necessary to cancel the Senior Notes; *provided, however*, that the Indenture Trustee shall have the right to be paid its reasonable and documented fees and expenses pursuant to the terms of the Indenture and as set forth in the RSA Order; and the Indenture Trustee shall retain all rights, liens, and interests granted to the Indenture Trustee pursuant to the terms of the Indenture and as set forth in the RSA Order.

17. **New Governance Documents.** The terms of the New Governance Documents attached to the Plan Supplement as Exhibit E through Exhibit I are approved in all respects. The obligations of the applicable Reorganized Debtor related thereto, will, upon execution, constitute legal, valid, binding, and authorized obligations of each of the Debtor or Reorganized Debtor, as applicable, enforceable in accordance with their terms and not in contravention of any state or federal law. On the Effective Date, without any further action by the Court or the directors, officers, or equity holders of the Reorganized Debtor, the Reorganized Debtor will be and is authorized to enter into the New Governance Documents and all related documents, to which the Reorganized Debtor is contemplated to be a party on the Effective Date. Notwithstanding anything to the contrary in this Order or Article XI of the Plan, after the Effective Date, any

disputes arising under the New Governance Documents will be governed by the jurisdictional provisions therein.

18. **New Board.** On the Effective Date, without further notice to or order of this Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity, the current directors and officers of the Debtor identified on **Schedule 1** shall be deemed terminated. On the Effective Date, the members of the New Board and the officers of the Reorganized Debtor shall be designated and appointed in accordance with the terms set forth in the New Governance Documents and as identified in the Plan Supplement. The list of the New Board and the officers of the Reorganized Debtor, as of the Effective Date, is attached hereto as **Schedule 2**. Each such member of the New Board shall serve from and after the Effective Date pursuant to the terms of the New Governance Documents and other constituent documents of Reorganized Debtor.

19. **Compliance with Tax Requirements.** Notwithstanding any provision in the Plan to the contrary, the Debtor or the Reorganized Debtor, as applicable, and the Distributing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distributions 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 Debtor or Reorganized Debtor, as applicable, 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.

20. **Allowance of Claims.** After the Effective Date, except as otherwise expressly set forth in the Plan, each of the Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

21. **Restructuring Transactions.** On or before the Effective Date, the Debtor or Reorganized Debtor, as the case may be, shall enter into and shall take any actions as may be necessary or appropriate to effectuate the Plan. Any transfers of assets or equity interests effected or any obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance. This Order shall be deemed to, pursuant to §§ 363 and 1123, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions.

22. **Vesting Assets in the Reorganized Debtor.** Except as otherwise provided in this Order, the Plan, or any agreement, instrument, or other document incorporated in, or entered into in connection with or pursuant to, the Plan or Plan Supplement, on the Effective Date, all property in each Debtor's Estate, all Causes of Action (other than those released under the Plan), and any property acquired by any of the Debtor pursuant to the Plan shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, this Order, or any agreement, instrument, or other document incorporated herein, the 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 (other than those released under the Plan) without supervision or approval by this Court and free of any restrictions or Bankruptcy Rules. For the

avoidance of doubt, the Reorganized Debtor shall not be treated as being liable on any Claim that is discharged pursuant to the Plan. After the Effective Date, a certified copy of this Order may be filed with the appropriate clerk or recorded with the recorder of any federal, state, province, county, or local authority, whether foreign or domestic, to act to effectuate the transfer of all property in the Estate to the Reorganized Debtor, vesting the Reorganized Debtor with all right, title, and interest of the Debtor to the property in the Estate, free and clear of all Liens, Claims, Interests, and other encumbrances of record. No person may rely on the absence of a specific reference in the Disclosure Statement or Plan to any Avoidance Actions or other Causes of Action against such Person as any indication that the Reorganized Debtor will not pursue any and all available Avoidance Actions or other Causes of Action against them.

23. **Cancelation and Surrender of Instruments and Agreements.** On the Effective Date or as soon as reasonably practicable thereafter, each Holder of a certificate or instrument evidencing a Claim or an Interest that has been canceled in accordance with Article IV of the Plan shall be deemed to have surrendered such certificate or instrument to the Distribution Agent. Such surrendered certificate or instrument shall be canceled solely with respect to the Debtor, and such cancelation shall not alter the obligations or rights of any non-Debtor third parties in respect of one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights.

24. **Treatment of Executory Contracts and Unexpired Leases.** Entry of this Order constitutes the Court's approval of the assumption of the Debtor's Executory Contracts and Unexpired Leases pursuant to §§ 365(a) and 1123 as of the Effective Date, without the need for

any further notice to or action, or separate order or approval this Court, unless such Executory Contract or Unexpired Lease (i) previously expired or terminated pursuant to its own terms, (ii) is on the Rejected Executory Contracts and Unexpired Leases Schedule (if any) as of the Effective Date, or (iii) is the subject of a motion to reject filed on or before the Effective Date. The Debtor's and counterparties' respective rights and obligations under each Executory Contract and Unexpired Lease assumed under the Plan shall be unaffected by virtue of this Chapter 11 Case, and the obligations arising under such Executory Contracts and Unexpired Leases assumed under the Plan will be performed in the ordinary course of business pursuant to the terms of the Plan, this Order, and such Executory Contracts and Unexpired Leases.

25. **Provisions Governing Distributions.** The distributions of Article VI of the Plan shall be, and hereby are, approved in their entirety. The distributions and payments made pursuant to the Plan shall be permanent, irrevocable, and indefeasible and shall not be subject to avoidance, turnover, recharacterization or adjustment in any respect unless otherwise specifically provided in the Plan or this Order.

26. **Settlement, Release, Injunction, and Related Provisions.** The Settlement, discharge, release, exculpation, injunction and related provisions set forth in Article VIII of the Plan shall be, and hereby are, approved and authorized in their entirety, including, but not limited to:

(a) **Discharge of Claims.** The discharge of claims set forth in Article VIII, Section 8.01.

(b) **Releases by the Debtor.** The releases by the Debtor set forth in Article VIII, Section 8.02.

(c) **Releases by the Releasing Parties.** The Third-Party Release set forth in Article VIII, Section 8.03.

(d) **Exculpation.** The Exculpation set forth in Article VIII, Section 8.04.

(e) **Injunction.** The Injunction provision set forth in Article VIII, Section 8.05.

For the avoidance of doubt, under Bankruptcy Rule 3020(c)(1), the Discharge, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by the Bankruptcy Court, any of the parties to such release, or any other Entity.

27. **Conditions Precedent to the Effective Date.** The provisions governing the conditions precedent to the Effective Date set forth in Article IX of the Plan shall be, and hereby are, approved in their entirety. The Debtor is authorized to consummate the Plan at any time after entry of this Order, subject to satisfaction or waiver of the provisions set forth in Article IX of the Plan pursuant to their terms.

28. **Reporting.** After the Effective Date, the Debtor or Reorganized Debtor, as applicable, shall have no obligation to provide any reports to any parties otherwise required under the "first" day orders and any "second" day orders entered in the Chapter 11 Case.

29. **Retention of Jurisdiction.** The provisions governing the retention of jurisdiction set forth in Article XI of the Plan shall be, and hereby are, approved in their entirety. Under §§ 105(c) and 1142 and notwithstanding the entry of this Order and the occurrence of the Effective Date, the Court shall, on and after the Effective Date, retain jurisdiction over the Chapter 11 Case and all matters related to the Chapter 11 Case, the Debtor, and the Plan as legally permissible including, without limitation, over the matters set forth in Article XI of the Plan. For avoidance

of doubt, the jurisdictional and governing law provisions set forth in the Takeback Debt Documents shall control on and after the Effective Date.

30. **Payment of Statutory Fees.** All fees due and payable pursuant to 28 U.S.C. §1930 will be paid as reflected in the Plan by the Debtor or Reorganized Debtor, as applicable, until the Court enters a final decree closing the Chapter 11 Case.

31. **Effectiveness of All Actions.** Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Order, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, trustees or stockholders of the Debtor or the Reorganized Debtor and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, trustees or stockholders. This Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations, of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, agreements, and any amendments or modifications thereto.

32. **Consent Rights.** Nothing in the Plan, including the Plan Supplement and any schedules contained therein (in each case as may be amended, modified, or supplemented), or this Order, shall amend, terminate, or otherwise modify any terms of the RSA that by their terms survive the termination of the RSA.

33. **Indemnity National Insurance Company.** Prior to the Petition Date, Indemnity National Insurance Company ("Surety") issued certain commercial surety bonds ("Surety

Bonds") on behalf of Crimson and its Subsidiaries (the "Crimson Subsidiaries"). In connection with the issuance of the Surety Bonds, the Debtor and the Crimson Subsidiaries executed a general indemnity agreement (the "Surety Agreement") in favor of Surety. On the Effective Date, the Surety Agreement will be deemed and treated as an Executory Contract and will be assumed, with Surety's consent, by the Reorganized Debtor pursuant to §§ 365(a) and 1123. To the extent that the Restructuring Transactions create a new corporate entity and/or if otherwise requested by Surety, the Reorganized Debtor shall execute a joinder to the Surety Agreement and agree to be bound thereby. Notwithstanding any other provision of the Plan or Confirmation Order (including any provision that purports to be preemptory or supervening, grants an injunction or release, confers Bankruptcy Court jurisdiction, or requires a party to object to or opt out of any releases), nothing shall bar, alter, impair, or diminish the rights of Surety or otherwise prevent or limit Surety from exercising its rights under the Surety Agreement, the Surety Bonds, or the common law of suretyship; provided, however, that to the extent the Restructuring Transactions constitute a "change of control" as defined by the Surety Agreement, Surety shall be deemed to have consented to such change of control and agrees not to declare a default on that basis.

34. **United States Securities and Exchange Commission.** Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan, or Confirmation Order, no provision shall (i) preclude the United States Securities and Exchange Commission ("SEC") from enforcing its police or regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceeding or investigations against any non-debtor person or non-debtor entity in any forum.

35. **Crimson Claimants.** Pursuant to a letter dated October 23, 2023, Larry Alexander, Valerie Jackson, and Nester Taura (the "Crimson Claimants") asserted certain claims against the Debtor and non-Debtor third-parties related to their employment, compensation, incentive compensation and separation from Crimson Midstream Services, LLC. The Crimson Claimants opted-out of the releases provided in Section 8.03 of the Plan, and the Debtor acknowledges the receipt and effectiveness of the opt-out filing from the releases provided in Section 8.03. Additionally, the Debtor and the Crimson Claimants agree nothing in Section 8.04 (Exculpation) or 8.05 (Injunctions) of the Plan shall affect or in any way bar, the Crimson Claimants' claims against any non-Debtor Person or non-Debtor Entity. The Crimson Claimants expressly reserve all such rights. Similarly, none of Sections 8.03, 8.04 or 8.05 shall impair any rights, claims or defenses of any non-Debtor Person or non-Debtor Entity or the Bankruptcy Court's jurisdiction.

36. **"Death-trap" provision.** Class 6 contains a so-called "death-trap" clause which provides that if Class 6 votes against the Plan, the members of Class 6 will receive the liquidation value of their interests in accordance with § 1129(a)(7). While there is no controlling Eighth Circuit precedent, courts generally allow death-trap provisions, *see*, *e.g.*, *In re Zenith Elecs.*, 241 B.R. 92, 105 (Bankr. D. Del. 1999), and the cases cited by the Ad Hoc Preferred Group are distinguishable. No evidence was submitted to support the Ad Hoc Preferred Group's argument that the "death-trap provision" affected voting, and Class 6 voted to accept the Plan; therefore, the "death-trap" the objection is moot. The Debtor's inclusion of the "death-trap" provision is permissible and does not bar confirmation, and the Objection filed by the Ad Hoc Preferred Group based on the "death-trap" clause is overruled.

37. **Effect of Conflict Between Plan and This Order.** Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided*, *however*, with respect to any conflict or inconsistency between the Plan and this Order, this Order shall govern.

38. **Nonseverability of Plan Provisions and this Order.** 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 consent of the Debtor (with the consent of the Ad Hoc Noteholder Group); and (c) nonseverable and mutually dependent. Each provision of this Order is nonseverable and mutually dependent on each other term of this Order and the Plan.

39. **Failure of Consummation.** If the Effective Date does not occur, then: (a) the Plan and this Order will be null and void in all respects; (b) any settlement or compromise embodied in the Plan or this Order, assumption, assumption and assignment, and rejection, as applicable, of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or this Order shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action, (ii) prejudice in any manner the rights of the Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Entity, and all parties shall revert to the status quo as if this Order had not been entered.

40. **Terms of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Order, all injunctions or stays in effect in this Chapter 11 Case pursuant to sections 105 or 362 or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

41. **Reversal/Stay/Modification/Vacatur of Order.** Except as otherwise provided in this Order, if any or all of the provisions of this Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Bankruptcy Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken under or in connection with the Plan or the Exit Facilities Documents before the effective date of any such reversal, stay, modification, or vacatur, including, without limitation, the validity of any obligation, indebtedness, or liability incurred by the Reorganized Debtor pursuant to the Exit Facilities. Notwithstanding any such reversal, stay, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Order and the Plan or any amendments or modifications thereto.

42. **Modifications, Revocation, or Withdrawal of the Plan.** The provisions governing the modification, revocation, and withdrawal of the Plan set forth in Article X of the Plan are approved in their entirety. The Debtor or the Reorganized Debtor, as applicable, are authorized to make any and all modifications to the Plan in accordance with Article X of the Plan

and any and all documents that are necessary to effectuate the Plan without need for further order or authorization of the Court.

43. **Modifications to Plan Supplement.** The Debtor, with the consent of the Ad Hoc Noteholder Group, shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement in accordance with the Plan and RSA on or before the Effective Date.

44. **Notice of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), within three business days of the Effective Date, the Reorganized Debtors shall cause the notice of the Effective Date (the "Effective Date Notice") to be served, by e-mail, first class mail, postage prepaid, or by overnight courier service, to all parties served with the Combined Hearing Notice or Notice of Non-Voting Status; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtor mailed a Combined Hearing Notice or Notie of Non-Voting Status, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtor or Reorganized Debtor, as applicable, have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. Such service of the Effective Date Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c) and no further notice is necessary. The Effective Date Notice shall constitute sufficient notice of the entry of this Order to such filing and recording officers and shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

45. **Applicable Nonbankruptcy Law.** The provision of this Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

46. **References to and Omissions of Plan Provisions.** References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by this reference.

47. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under §§ 1101 and 1127.

48. **Waiver of Schedules and Statements.** Except for the Debtor's obligation to file post-confirmation quarterly reports, any requirement under § 521 or Bankruptcy Rules 1007 and 2015.3, obligating the Debtor to file or submit any list, report, schedule, or statement with the Court or the U.S. Trustee, is permanently waived, effective as of the Effective Date.

49. **Immediate Binding Effect.** Subject to Article IX of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtor, the Reorganized Debtor, any and all Holders of Claims against or Interests in the Debtor (irrespective of whether such Holders have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases,

discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor, any other contract counterparties, any borrowers, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in the Chapter 11 Case or upon a conversion to chapter 7 under the Bankruptcy Code in the Chapter 11 Case, and each of their respective affiliates, successors, and assigns. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

Dated: May 24, 2024

/s/ Cynthia A. Norton
Honorable Cynthia A. Norton
U.S. Bankruptcy Judge

Submitted by:

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Exhibit A

Chapter 11 Plan

Schedule 1

Directors/Officers Terminated, as of the Effective Date

Directors

- Todd Banks
- Conrad Ciccotello
- John Grier
- Arkan Haile
- Catherine Lewis
- David Schulte

Officers

- Davide Schulte, Chief Executive Officer
- Christopher Reitz, EVP, General Counsel & Corporate Secretary
- Sean DeGon, Vice President

Schedule 2

New Board

Directors

- Joseph Kronsberg
- Nathan Gilliland
- William J. Mault
- Nikulas Wood
- Robert Waldron