

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

In re:

ROSEHILL RESOURCES INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-33695 (DRJ)

(Jointly Administered)

NOTICE OF REDLINE OF PREPACKAGED PLAN

PLEASE TAKE NOTICE that on July 26, 2020, Rosehill Resources Inc. and Rosehill Operating Company, LLC (collectively, the “Debtors”) filed the *Joint Prepackaged Chapter 11 Plan of Reorganization of Rosehill Resources Inc., et al.* [Doc. No. 17] (the “Original Plan”).

PLEASE TAKE NOTICE that on August 14, 2020, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of Reorganization of Rosehill Resources Inc., et al. (Modified as of August 14, 2020)* [Doc. No. 139] (the “Modified Plan”).

PLEASE TAKE NOTICE that attached hereto as **Exhibit A** is a redline comparing the Original Plan to the Modified Plan.

¹ The Debtors, along with the last four digits of each Debtor’s tax identification number, are: Rosehill Resources Inc. (4262), and Rosehill Operating Company, LLC (1818). The Debtors’ corporate headquarters and the mailing address for each Debtor is 16200 Park Row, Suite 300, Houston, TX 77084.

Dated: August 14, 2020
Houston, Texas

/s/ Kelli. S. Norfleet

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CERTIFICATE OF SERVICE

I certify that on August 14, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Kelli S. Norfleet

Kelli S. Norfleet

EXHIBIT A

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

In re:

ROSEHILL RESOURCES INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-33695 (DRJ)

~~(Joint Administration Requested)~~

(Jointly Administered)

**JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF ROSEHILL
RESOURCES INC., *ET AL.* (MODIFIED AS OF AUGUST 14, 2020)**

~~**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN
ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE
MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. 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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¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are: Rosehill Resources Inc. (4262), and Rosehill Operating Company, LLC (1818). The Debtors' corporate headquarters and the mailing address for each Debtor is 16200 Park Row, Suite 300, Houston, TX 77084.

*Proposed Counsel to the Debtors
and Debtors in Possession*

Dated: ~~July 24~~August 14, 2020

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Introduction

Rosehill Resources Inc. and Rosehill Operating Company, LLC (each, a “Debtor” and, collectively, the “Debtors”) jointly propose this prepackaged chapter 11 plan of reorganization (as it may be amended, supplemented, restated, or modified from time to time and, together with the Plan Supplement, the “Plan”) for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended and as in effect on the Confirmation Date or otherwise applicable to the Chapter 11 Cases, the “Bankruptcy Code”).

The Debtors seek to consummate the Restructuring Transactions on the Effective Date of the Plan. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code, and the Plan constitutes a chapter 11 plan of reorganization for both Debtors. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, business, assets, results of operations, historical financial information, projections of future operations, and risk factors, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, PARTICULARLY HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, 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 incurred on or after the Petition Date and through the Effective Date for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims; (c) any administrative expense of the type described in section 503(b)(9) of the Bankruptcy Code; (d) Consenting Creditor Expenses; and (e) all fees and charges assessed against the Estates under chapter 123 of the Judicial Code.

2. “Affiliate” means an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code.

3. “Agents” means the ROC Revolving Credit Agreement Agent, the Note Agent and the DIP Agent.

4. “Allowed” means with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim or Interest that either is not Disputed or has been allowed by a Final Order; (b) a Claim or Interest that is allowed (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (c) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not Disputed or (ii) has been allowed by a Final Order; or (d) in the case of an Administrative Claim, such Administrative Claim (i) to the extent that it is based on liabilities incurred by a Debtor in the ordinary course of its business after the Petition Date and is payable by such Debtor in the ordinary course of business without the necessity of Bankruptcy Court approval, or (ii) if it is for fees payable pursuant to section 1930(a) of the Judicial Code; *provided* that the Prepetition Secured Claims, the TRA Claims, and the DIP Claims shall be deemed Allowed in the absence of the filing of Proofs of Claim.

5. “Article” refers to an article of the Plan.

6. “Avoidance Actions” means any and all actual or potential claims and Causes of Action to avoid or recover a transfer of property from, or an obligation incurred by, one or more of the Debtors, that arise under (a) chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code or (b) similar state law.

7. “Awards” has the meaning set forth in Article IV.H.3 hereof.

8. “Bankruptcy Code” has the meaning set forth in the Introduction hereof.

9. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or any other court exercising jurisdiction over all or any part of the Chapter 11 Cases, as applicable.

10. “Bankruptcy Rules” means (a) the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and (b) the general, local, and chambers rules of the Bankruptcy Court.

11. “Business Day” means any day, other than (a) a Saturday or Sunday, (b) a “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or (c) a day on which commercial banks in New York are required or authorized by law to remain closed.

12. “Cash” means cash and cash equivalents in U.S. dollars.

13. “Causes of Action” means any and all claims, causes of action, controversies, proceedings, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law or equity; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code, including

Avoidance Actions; (d) any counterclaims and defenses, including fraud, mistake, duress, usury, recoupment, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any fraudulent transfer claim pursuant to state, federal or foreign law or similar claim.

14. “Certificate” means any instrument evidencing a Claim or an Interest.

15. “Chapter 11 Case” means, with respect to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, jointly administered with each other Debtor’s Chapter 11 Case, and the “Chapter 11 Cases” means all Debtors’ Chapter 11 Cases, collectively.

16. “claim” means any “claim,” as such term is defined in section 101(5) of the Bankruptcy Code, and “Claim” means a claim as such term is defined in section 101(5) of the Bankruptcy Code against a Debtor.

17. “Class” means a class of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

18. “Committee” means any statutory committee appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, including any statutory committee of unsecured creditors or equity security holders.

19. “Compensation and Benefits Programs” means all employment and severance agreements and policies, and all employment, compensation, and benefit plans, policies, workers’ compensation programs, savings plans, retirement plans, deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life and accidental death and dismemberment insurance plans, and programs of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees and retirees of their subsidiaries, including all savings plans, retirement plans, health care plans, disability plans, severance benefit agreements, and plans, incentive plans, deferred compensation plans and life, accidental death, and dismemberment insurance plans.

20. “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

21. “Confirmation Date” means the date upon which Confirmation occurs.

22. “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider (a) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code and (b) approval of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code, as such hearing may be continued from time to time.

23. “Confirmation Order” means the order of the Bankruptcy Court (a) approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and (b) confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be consistent in all material respects with the Restructuring Support Agreement and subject to the Consenting Creditor Consent Right.

24. “Confirmation Order Findings of Fact and Conclusions of Law” means the proposed findings of fact and conclusions of law made by the Bankruptcy Court in the Confirmation Order, each of which shall be: (a) subject to the Consenting Creditor Consent Right; (b) deemed to have been made and issued pursuant to Bankruptcy Rule 7052; and (c) made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. Upon entry of the Confirmation Order, the Confirmation Order Findings of Fact and Conclusions of Law shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Confirmation Order Findings of Fact and Conclusions of Law shall constitute conclusions of law even if they are stated as findings of fact.

25. “Consenting Creditor Consent Right” means, with respect to each Definitive Document, the applicable consent right of the applicable Consenting Creditors with respect to such Definitive Document as set forth in the Restructuring Support Agreement.

26. “Consenting Creditor Expenses” means the Consenting Revolving Credit Agreement Lender Expenses, the Consenting Secured Noteholder Restructuring Expenses, and the Consenting Tema Restructuring Expenses.

27. “Consenting Creditors” means Tema, the Consenting Revolving Credit Agreement Lenders, and the Consenting Secured Noteholders.

28. “Consenting Revolving Credit Agreement Lender Expenses” means the reasonable and documented out-of-pocket fees, costs, and expenses incurred by the Consenting Revolving Credit Agreement Lender advisors and the ROC Revolving Credit Agreement Agent advisors pursuant to the terms of their fee letters, including, without limitation, (a) the reasonable and documented fees, costs, and expenses of White & Case LLP, as counsel to the ROC Revolving Credit Agreement Agent, (b) the reasonable and documented fees, costs, and expenses of Bracewell LLP, as co-counsel to the ROC Revolving Credit Agreement Agent, (c) the reasonable and documented out-of-pocket fees, costs, and expenses of any other counsel to the Consenting Revolving Credit Agreement Lenders, and (d) all monthly fees, restructuring, transaction and back-end fees payable to Restructuring Partners & Associates LLC, all of which fees, costs, and expenses shall be deemed reasonable for all purposes hereunder.

29. “Consenting Revolving Credit Agreement Lenders” means Holders of ROC Revolving Credit Agreement Claims that are parties to the Restructuring Support Agreement, and any transferee or assignee thereof to the extent permitted under the Restructuring Support Agreement.

30. “Consenting Secured Noteholder Restructuring Expenses” means reasonable and documented out-of-pocket fees, costs, and expenses incurred by the Consenting Secured Noteholders’ advisors pursuant to the terms of their fee letters, including (a) the reasonable and documented fees, costs, and expenses of Kirkland & Ellis LLP, as primary counsel to the Consenting Secured Noteholders, (b) the reasonable and documented fees, costs, and expenses of Shipman & Goodwin LLP as primary counsel to the Note Agent, (c) the reasonable and documented fees, costs, and expenses of local counsel to each of the Consenting Secured Noteholders and Note Agent, and (d) all monthly fees, restructuring, transaction and back-end

fees payable to Rothschild & Co. and Intrepid Financial Partners, LLC, all of which fees, costs and expenses shall be deemed reasonable for all purposes hereunder.

31. “Consenting Secured Noteholders” means Holders of ROC Secured Note Claims that are parties to the Restructuring Support Agreement, and any transferee or assignee thereof to the extent permitted under the Restructuring Support Agreement.

32. “Consenting Tema Restructuring Expenses” means the reasonable and documented out-of-pocket fees, costs, and expenses incurred by Tema’s advisors pursuant to the terms of their fee letters (whether as a DIP Secured Party, Holder of a TRA Claim, or otherwise), including (a) the reasonable and documented fees, costs, and expenses of McDermott Will & Emery LLP, as primary counsel to Tema, (b) the reasonable and documented fees, costs, and expenses of local counsel to Tema, and (c) all monthly fees, restructuring, transaction and back-end fees payable to Seaport Gordian Energy LLC, all of which fees, costs, and expenses shall be deemed reasonable for all purposes hereunder; *provided* that Consenting Tema Restructuring Expenses shall not exceed, in the aggregate, the lesser of (i) \$1.5 million, plus 50% of any such additional fees, costs, or expenses, or (ii) \$2.0 million.

33. “Consummation” means the occurrence of the Effective Date.

34. “Cure Claim” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s default under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by such Debtor pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

35. “D&O Policy” means any insurance policy, including tail insurance policies, for directors’, members’, trustees’, and officers’ liability maintained by the Debtors and in effect or purchased as of the Petition Date.

36. “Debtor” or “Debtors” has the meaning ascribed to it in the Introduction hereof.

37. “Definitive Document” has the meaning ascribed to it in the Restructuring Support Agreement. Each Definitive Document shall be subject to the Consenting Creditor Consent Right.

38. “DIP Agent” means U.S. Bank National Association, as agent and collateral agent under the DIP Credit Agreement.

39. “DIP Backstop Fee” means the convertible 7% backstop fee payable to the lenders party to the DIP Documents and DIP Orders pursuant to the terms thereof.

40. “DIP Claims” means, collectively, all amounts owed to the DIP Secured Parties under the DIP Facility, DIP Documents and the DIP Orders, including, without limitation, (a) all principal and interest, (b) any and all fees owed to such parties and their advisors and professionals under the DIP Documents and the DIP Orders, (c) the DIP Backstop Fee, and (d) noncontingent indemnity claims payable under the DIP Documents or the DIP Orders; *provided*

that any such advisor or professional fees and expenses incurred by or otherwise owing to Tema as a DIP Secured Party shall be limited to Consenting Tema Restructuring Expenses.

41. “DIP Credit Agreement” means that *Junior Convertible Secured Debtor-in-Possession Credit Agreement* dated as of July ~~1~~29, 2020 (as amended, restated, modified, or otherwise supplemented from time to time), by and between ROC, RRI, each of the lenders from time to time party thereto, and the DIP Agent.

42. “DIP Documents” means the DIP Credit Agreement and the other Loan Documents (as defined in the DIP Credit Agreement).

43. “DIP Facility” means the junior secured convertible debtor in possession delayed draw term loan facility provided to the Debtors pursuant to the terms of the DIP Credit Agreement and the DIP Orders.

44. “DIP Interest” means all interest on the DIP Facility pursuant to the terms of the DIP Credit Agreement and the DIP Orders.

45. “DIP Orders” means the Interim DIP Order and the Final DIP Order.

46. “DIP Secured Parties” means the lenders party to the DIP Credit Agreement and the DIP Agent.

47. “DIP Upfront Fee” means the 100 bps upfront fee payable under the DIP Documents and DIP Orders pursuant to the terms thereof.

48. “Disbursing Agent” means, as the context requires, the Debtors, the Reorganized Debtors, or the Entity or Entities selected by the Debtors or Reorganized Debtors, as applicable, to make or facilitate distributions pursuant to the Plan.

49. “Disclosure Statement” means that certain *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Rosehill Resources Inc., et al.*, dated July 24, 2020, as it may be amended, supplemented, restated, or modified from time to time, including all exhibits and schedules thereto and references therein, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law and as approved by the Bankruptcy Court.

50. “Disputed” means as to a Claim or an Interest, any Claim or Interest: (a) that is not Allowed; (b) that is not disallowed by the Plan, the Bankruptcy Code, or a Final Order, as applicable; (c) as to which a dispute is being adjudicated by a court of competent jurisdiction in accordance with non-bankruptcy law; (d) that is Filed in the Bankruptcy Court and not withdrawn, as to which a timely objection or request for estimation has been Filed; and (e) 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.

51. “Distribution Record Date” means the Confirmation Date or such other date as agreed to by the Debtors and the Required Consenting Creditors.

52. “Effective Date” means, with respect to the Plan, the date that is a Business Day selected by the Debtors on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article X of the Plan have been satisfied or waived (in accordance with Article X.C of the Plan); (c) the Plan is declared effective by the Debtors; and (d) the Debtors shall have Filed notice of the Effective Date with the Bankruptcy Court.

53. “Entity” means an “entity” as such term is defined in section 101(15) of the Bankruptcy Code.

54. “Equity Security” means any “equity security,” as such term is defined in section 101(16) of the Bankruptcy Code in a Debtor.

55. “Estate” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code, and the “Estates” means every Debtor’s Estate, collectively.

56. “Exculpated Parties” means collectively, and in each case in its capacity as such: (a) the Debtors; (b) any Committee and its respective members; (c) the Consenting Creditors (including in all capacities as Holders of Claims or Interests held by the applicable Consenting Creditor); (d) the Agents; (e) the DIP Secured Parties; (f) the Exit RBL Credit Agreement Agent; (g) the Exit RBL Credit Agreement Secured Parties; and (h) with respect to each of the foregoing Entities in clauses (a) through (g) hereof, such Entity’s current and former Affiliates, and such Entity’s and current and former Affiliates’ current and former equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns, managed entities, accounts or funds, management companies, fund advisors, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and the respective heirs, executors, estates, servants and nominees of the foregoing; *provided* that no Holder of Existing Equity Interests shall be an Exculpated Party in its capacity as such unless such Holder is a Consenting Creditor or a current or former director, officer or employee of a Debtor.

57. “Executory Contract” means a contract to which one or more of the Debtors is a party, other than an Unexpired Lease, which contract is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

58. “Existing Equity Interests” means the existing Interests in the Debtors, including but not limited to the RRI Common Equity Interests, RRI Preferred Equity Interests, ROC Common Equity Interests, and ROC Preferred Equity Interests.

59. “Exit RBL Credit Agreement” means that \$500,000,000 senior secured revolving credit facility governed by an initial borrowing base of \$235 million comprised of a \$200 million conforming tranche and a \$35 million non-conforming tranche, dated as of the Effective Date, by and among Reorganized ROC as borrower, the Exit RBL Credit Agreement Agent, the issuing bank(s) party thereto, and the lenders party thereto, which shall be on terms as set forth in the

Exit RBL Term Sheet and such other terms mutually agreed in good faith among ROC and the lenders party thereto and shall be included in the Plan Supplement.

60. “Exit RBL Credit Agreement Agent” means JPMorgan Chase Bank, N.A., as administrative agent under the Exit RBL Credit Agreement.

61. “Exit RBL Credit Agreement Secured Parties” means the lenders party to the Exit RBL Credit Agreement and other secured parties under the Exit RBL Debt Documents.

62. “Exit RBL Debt Documents” means, collectively, the Exit RBL Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any security agreements, deeds of trust, mortgages, account control agreements, guaranty agreements, pledge and collateral agreements, and other security documents, in each case if any, the terms of which document shall be reasonably acceptable to the Debtors or the Reorganized Debtors, as applicable, and the Required Consenting Creditors.

63. “Exit RBL Term Sheet” means that *Rosehill Exit RBL Credit Agreement Term Sheet*, attached hereto as Exhibit A.

64. “File” or “Filed” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

65. “Final DIP Order” means the order of the Bankruptcy Court authorizing the Debtors’ use of cash collateral and the Debtors’ entry into the DIP Facility, in each case, on a final basis.

66. “Final Order” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided however*, that the filing of a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, relating to such order shall not cause such order to not be a “Final Order.”

67. “General Unsecured Claim” means any Unsecured Claim other than an Administrative Claim, Priority Tax Claim, Other Priority Claim, or Intercompany Claim.

68. “Governance Term Sheet” means that certain term sheet, attached hereto as Exhibit B, setting forth the material terms of the Reorganized ROC LLC Agreement, which is subject to the Consenting Creditor Consent Right.

69. “Governmental Unit” means any “governmental unit,” as such term is defined in section 101(27) of the Bankruptcy Code.

70. “Hedging Order” means the final order of the Bankruptcy Court authorizing the Debtors to, among other things, maintain the Prepetition Interest Rate Swaps and enter into Postpetition Hedging Arrangements.

71. “Holder” means an Entity holding a Claim or an Interest, as applicable.

72. “Impaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of such term in section 1124 of the Bankruptcy Code.

73. “Implementation Memorandum” means the memorandum describing the sequencing of the restructurings, transfers, and other corporate transactions making up or otherwise contemplated by the Restructuring Transactions that are to be effectuated pursuant to the Plan in compliance with the Bankruptcy Code and other applicable United States law, and in accordance with the procedures to be followed in connection therewith.

74. “Indemnification Obligation” means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, sponsors, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, letters, the Debtors’ respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

75. “Insider” means “insider” as such term is defined in section 101(31) of the Bankruptcy Code.

76. “Intercompany Claim” means any Claim held by a Debtor against another Debtor.

77. “Intercompany Interest” means any Interest in a Debtor held by another Debtor.

78. “Interest” means any: (a) Equity Security; or (b) issued, unissued, authorized, or outstanding shares of capital stock, partnership and limited liability company interests, or similar interests in any of the Debtors together with any warrants, options, or contractual rights to purchase or acquire such capital stock or interests at any time, and all rights arising with respect thereto.

79. “Interim DIP Order” means the order of the Bankruptcy Court authorizing the Debtors’ use of cash collateral and the Debtors’ entry into the DIP Facility, in each case, for the period prior to the entry of the Final DIP Order.

80. “Judicial Code” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

81. “Lien” means a “lien” as such term is defined in section 101(37) of the Bankruptcy Code.

82. “Majority DIP Lenders” means one or more lenders party to the DIP Credit Agreement holding at least 50.1% of the sum of (a) the outstanding principal amount of all DIP Claims outstanding at any such time and (b) the principal amount of unused but available commitments in respect of DIP Claims at any such time.

83. “Management Incentive Plan” has the meaning set forth in Article IV.H.3.

84. “Minimum Liquidity Condition” means the requirement under the Exit RBL Credit Agreement that, on the Effective Date, after giving pro forma effect to the Restructuring Transactions (other than payments of any amounts that are subordinated to the payment of the Minimum Liquidity Condition at issue), the Reorganized Debtors have not less than \$20,000,000 of liquidity (with “liquidity” being the sum of unrestricted Cash (which shall include Cash subject to a Lien in favor of the Exit RBL Credit Agreement Agent) and unused availability under the conforming borrowing base under the tranche of revolving loans under the Exit RBL Credit Agreement); *provided* that, unused availability for purposes of calculating the Minimum Liquidity Condition on the Effective Date shall be Required Exit Availability.

85. “MIP Equity” has the meaning set forth in Article IV.H.3.

86. “New Equity Interests” means the New Rosehill IntermediateCo Units, the Reorganized ROC Units, and, if RRI is not dissolved pursuant to the terms of the Plan, the Reorganized RRI Shares.

87. “New Organizational Documents” means, collectively, the following documents, the forms of which shall be included in the Plan Supplement: (a) the New Rosehill IntermediateCo LLC Agreement; (b) the New Rosehill IntermediateCo Certificate; (c) the Reorganized ROC LLC Agreement; (d) the Reorganized RRI Bylaws; and (e) any other certificates or articles of incorporation or organization, by-laws, or such other applicable formation or organizational documents of New Rosehill IntermediateCo, Reorganized ROC, and Reorganized RRI.

88. “New Rosehill IntermediateCo” means a newly-created entity that, following the Effective Date, (i) shall own 16.16% of the limited liability membership interests in Reorganized ROC and (ii) will be treated for U.S. federal income tax purposes as a continuation or successor partnership of ROC.

89. “New Rosehill IntermediateCo Certificate” means the certificate of formation of New Rosehill IntermediateCo that will be filed with the Secretary of State of the State of Delaware on or after the Confirmation Date and prior to the Effective Date, the form of which shall be included in the Plan Supplement.

90. “New Rosehill IntermediateCo LLC Agreement” means the limited liability company agreement for New Rosehill that will become effective as of the Effective Date, which

shall be consistent with the Governance Term Sheet and otherwise subject to the Consenting Creditor Consent Right, and shall be included in the Plan Supplement.

91. “New Rosehill IntermediateCo Units” means the limited liability membership interests in New Rosehill IntermediateCo, to be issued pursuant to the Plan and the New Rosehill IntermediateCo LLC Agreement, and if the New Rosehill IntermediateCo Units will be distributed in certificated form, the form of such certificate shall be included in the Plan Supplement.

92. “New Securities” has the meaning set forth in Article IV.I.

93. “Note Agent” means U.S. Bank National Association, as agent and collateral agent under the Note Purchase Agreement.

94. “Note Purchase Agreement” means that certain *Note Purchase Agreement*, dated as of December 8, 2017 (as amended, restated, modified, or otherwise supplemented from time to time), by and among ROC, RRI, each of the holders party thereto, and the Note Agent.

95. “Other Priority Claims” means any Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim, a DIP Claim, or a Priority Tax Claim.

96. “Other Secured Claims” means any Claim that is Secured, other than the Prepetition Secured Claims or DIP Claims.

97. “Petition Date” means July 26, 2020, the date on which the Debtors commenced the Chapter 11 Cases.

98. “Plan” means this *Joint Prepackaged Chapter 11 Plan of Reorganization of Rosehill Resources, Inc., et al. (Modified as of August 14, 2020)*, including the Plan Supplement which is incorporated herein by reference.

99. “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits, each of which shall be subject to the Consenting Creditor Consent Right, to be Filed by the Debtors no later than seven (7) calendar days before the deadline to object to confirmation of the Plan set by the Court, including the following: (a) the forms of the New Organizational Documents; (b) to the extent identified, a list of retained Causes of Action; (c) forms of the Exit RBL Debt Documents; (d) to the extent known, the names of the directors, managers, and executive officers for the Reorganized Debtors; (e) a draft of the Confirmation Order Findings of Fact and Conclusions of Law; (f) the Implementation Memorandum; (g) the Rejected Executory Contract and Unexpired Lease List; (h) the management agreement for Reorganized ROC; and (i) the form of Senior Employee ~~Consulting~~Employment Agreement. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above. The Debtors shall have the right to amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with Article XI of the Plan; *provided* that any such amended documents shall be subject to the Consenting Creditor Consent Right.

100. “Postpetition Hedging Arrangements” has the meaning set forth in the Hedging Order.

101. “Preferred Stock Allocated Recovery” has the meaning set forth in Article III.B.6.b hereof.

102. “Prepetition Interest Rate Swaps” has the meaning set forth in the Hedging Order.

103. “Prepetition Secured Claims” means, collectively: (a) the ROC Revolving Credit Agreement Claims; and (b) the ROC Secured Note Claims.

104. “Priority Claim” means any Other Priority Claim or Priority Tax Claim.

105. “Priority Tax Claim” means any Claim of a Governmental Unit of the type specified in section 507(a)(8) of the Bankruptcy Code.

106. “Pro Rata” means the proportion that a Claim or Interest in a particular Class bears to the aggregate amount of the Claims or Interests in that Class, or to the aggregate amount of the Claims or Interests in a particular Class and other Classes entitled to share in the same recovery as such Claim or Interest, under the Plan.

107. “Professional” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered on or prior to the Effective Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

108. “Professional Fee Claims” means any Claims against the Debtors with respect to Professional Fees.

109. “Professional Fees” means the accrued, contingent, and/or unpaid compensation for services rendered (including hourly, transaction, and success fees), and reimbursement for expenses incurred, by Professionals, that: (a) are awardable and allowable pursuant to sections 327, 328, 329, 330, 331, 503(b)(4), and/or 1103 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date; (b) have not been denied by the Bankruptcy Court by Final Order; (c) have not been previously paid (regardless of whether a fee application has been filed for any such amount); and (d) remain outstanding after applying any retainer that has been provided to such Professional. To the extent that any amount of the foregoing compensation or reimbursement is denied or reduced by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, such amount shall no longer constitute Professional Fees.

110. “Professional Fees Escrow Account” means the account established on the Effective Date pursuant to Article II.B.2 of the Plan.

111. “Proof of Claim” means a proof of Claim Filed by a Holder on account of such Claim; *provided* that Holders of Prepetition Secured Claims, the DIP Claims, the TRA Claims,

and Entities to which all or a portion of the Consenting Creditor Expenses are owed shall not be required to file a proof of Claim on account of any such Claims.

112. “Reinstated” or “Reinstatement” means: notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (b) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Interest as such maturity existed before such default; (c) compensating the Holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (d) if such Claim or Interest arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim or Interest (other than a Debtor or an Insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (e) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder such that the applicable Claim or Interest is Unimpaired.

113. “Rejected Executory Contract and Unexpired Lease List” means the list (as may be amended from time to time prior to the Effective Date pursuant to Article V and XI of the Plan) of Executory Contracts and Unexpired Leases that will be rejected by the Debtors pursuant to Article V of the Plan, which shall be included in the Plan Supplement.

114. “Released Claims” means any Claims or Interests that have been released, discharged, or are subject to exculpation pursuant to this Plan.

115. “Released Party” means each of the following in its respective capacity as such: (a) the Consenting Creditors (including in all capacities as Holders of Claims or Interests held by the applicable Consenting Creditor); (b) the Agents; (c) the DIP Secured Parties; (d) the Exit RBL Credit Agreement Agent; (e) the Exit RBL Credit Agreement Secured Parties; (f) all Releasing Parties; (g) with respect to each of the Entities in clauses (a) through (f), each such Entity’s current and former Affiliates and each such Entity’s and Affiliate’s respective current and former officers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, affiliated investment funds or investment vehicles, participants, managed entities, accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective heirs, executors, estates, servants and nominees of the foregoing; and (h) with respect to the Debtors and Reorganized Debtors, their respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; *provided* that any Holder of a Claim or Interest that validly opts out of the releases under this Plan shall not be a “Released Party.”

116. “Releasing Parties” means each of the following in its respective capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors (including in all capacities as Holders of Claims or Interests held by the applicable Consenting Creditor); (d) the Agents; (e) the DIP Secured Parties; (f) the Exit RBL Credit Agreement Agent; (g) the Exit RBL Credit Agreement Secured Parties; (h) all Holders of Claims or Interests who vote to accept the Plan; (i) all Holders of Claims or Interests in Classes that are deemed to accept or reject the Plan and who do not opt out of the releases provided by the Plan; (j) all Holders of Claims or Interests in voting Classes who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (k) all Holders of Claims or Interests in voting Classes who vote to reject the Plan and who do not opt out of the releases provided by the Plan; (l) all other Holders of Claims or Interests to the fullest extent permitted by law; (m) with respect to each of the foregoing Entities in clauses (c) through (l), each such Entity’s current and former Affiliates and each such Entity’s and Affiliate’s respective current and former officers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, affiliated investment funds or investment vehicles, participants, managed entities, accounts or funds, management companies, fund advisors, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective heirs, executors, estates, servants and nominees of the foregoing; and (n) with respect to the Debtors and Reorganized Debtors, their respective current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

117. “Reorganized Debtors” means New Rosehill IntermediateCo, Reorganized ROC, and if applicable, Reorganized RRI.

118. “Reorganized ROC” means ROC, as reorganized pursuant to and under this Plan, that (i) initially will be an entity disregarded as separate from New Rosehill IntermediateCo and (ii) from and after the Effective Date, will be treated as a new partnership for U.S. federal income tax purposes.

119. “Reorganized ROC Board” means the board of directors for Reorganized ROC from and after the Effective Date.

120. “Reorganized ROC LLC Agreement” means the amended and restated limited liability company agreement for Reorganized ROC that will become effective as of the Effective Date, which shall be consistent with the Governance Term Sheet, otherwise subject to the Consenting Creditor Consent Right, and shall be included in the Plan Supplement.

121. “Reorganized ROC Units” means the limited liability membership interests in Reorganized ROC, to be issued pursuant to the Plan and the Reorganized ROC LLC Agreement, and if the Reorganized ROC Units will be distributed in certificated form, the form of such certificate shall be included in the Plan Supplement.

122. “Reorganized RRI” means RRI or its successor, as reorganized pursuant to and under this Plan and from and after the Effective Date; *provided* that RRI shall only be reorganized, and not dissolved, to the extent provided for under Article IV.C hereof.

123. “Reorganized RRI Bylaws” means the amended and restated bylaws for Reorganized RRI that will become effective as of the Effective Date, which shall be subject to the Consenting Creditor Consent Right, and shall be included in the Plan Supplement.

124. “Reorganized RRI Shares” means the common stock issued by Reorganized RRI to Holders of RRI Preferred Equity Interests pursuant to the Plan.

125. “Required Consenting Creditors” means each of Tema, the Required Revolving Credit Agreement Lenders, and the Required Secured Noteholders.

126. “Required Exit Availability” means, on the Effective Date, availability under the conforming borrowing base of the Exit RBL Credit Agreement of not less than \$10,000,000 (calculated on a pro forma basis after giving effect to the Restructuring Transactions including borrowings under the Exit RBL Credit Agreement and payment or other satisfaction of all DIP Claims, the Secured Notes Interest Payment and Consenting Creditor Expenses on the Effective Date to the extent payable pursuant to the terms of this Plan).

127. “Required Revolving Credit Agreement Lenders” means, as of the date of determination, Holders of at least 66-2/3% of the principal amount of the ROC Revolving Credit Agreement Claims that are signatory to the Restructuring Support Agreement as of such date.

128. “Required Secured Noteholders” means, as of the date of determination, Holders of at least 66-2/3% of the principal amount of the ROC Secured Note Claims that are signatory to the Restructuring Support Agreement as of such date.

129. “Restructuring Documents” means the Plan, Disclosure Statement, Plan Supplement, New Organizational Documents, Exit RBL Debt Documents, the Implementation Memorandum, and the other agreements and documentation effectuating the Plan.

130. “Restructuring Support Agreement” means that certain *Restructuring Support Agreement*, dated as of June 30, 2020, by and among the Debtors and the Consenting Creditors, including all exhibits, schedules, and attachments thereto, as such may be amended, supplemented, amended and restated, or otherwise modified from time to time in accordance with the terms thereof, a copy of which is attached as Exhibit B to the Disclosure Statement.

131. “Restructuring Transactions” means the transactions described in, approved by, contemplated by, or necessary to implement the Plan.

132. “ROC” means Rosehill Operating Company, LLC, a Delaware limited liability company.

133. “ROC Common Equity Interests” means any common equity interests issued by ROC, and any and all outstanding and unexercised or unvested warrants, options, or rights to acquire such common equity interests existing as of the Petition Date.

134. “ROC General Unsecured Claims” means any General Unsecured Claims against ROC.

135. “ROC Intercompany Claims” means any Intercompany Claims against ROC.

136. “ROC LLC Agreement” means that *Second Amended and Restated Limited Liability Company Agreement of Rosehill Operating Company, LLC* dated as of December 8, 2017 (as amended, modified, or supplemented from time to time).

137. “ROC Other Priority Claims” means any Other Priority Claims against ROC.

138. “ROC Other Secured Claims” means any Other Security Claims against ROC.

139. “ROC Preferred Equity Interests” means the “Preferred Units” issued and outstanding under the ROC LLC Agreement (including the “Series A Preferred Units” and “Series B Preferred Units” as defined therein), and any and all outstanding and unexercised or unvested warrants, options, or rights to acquire such “Preferred Units” existing as of the Petition Date.

140. “ROC Revolving Credit Agreement” means that *Amended and Restated Credit Agreement* dated as of March 28, 2018 (as amended, restated, modified, or otherwise supplemented from time to time) by and between ROC, as borrower, RRI, the ROC Revolving Credit Agreement Agent, Citibank, N.A., as syndication agent, BMO Harris Bank, N.A. and SunTrust Bank, as co-documentation agents, JPMorgan Chase Bank, N.A., as sole bookrunner and sole lead arranger.

141. “ROC Revolving Credit Agreement Agent” means JPMorgan Chase Bank, N.A., as administrative agent under the ROC Revolving Credit Agreement.

142. “ROC Revolving Credit Agreement Claims” means (a) all Claims arising under or in accordance with or pursuant to the ROC Revolving Credit Agreement, including but not limited to all principal, including reimbursement obligations in respect of letters of credit, plus accrued and unpaid interest, fees, and other expenses or obligations arising and payable under or in accordance with or pursuant to the ROC Revolving Credit Agreement and (b) all Claims in respect of (i) Prepetition Interest Rate Swaps, and (ii) prepetition Secured Cash Management Agreements (as defined in the ROC Revolving Credit Agreement), each of which shall be deemed Allowed.

143. “ROC Revolving Credit Agreement Documents” means the ROC Revolving Credit Agreement and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guaranty agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

144. “ROC Revolving Credit Agreement Lenders” means the lenders under the ROC Revolving Credit Agreement.

145. “ROC Revolving Credit Claim Principal Amount” means the amount of principal indebtedness owing under the ROC Revolving Credit Agreement.

146. “ROC Secured Note Claims” means all Claims under the Note Purchase Agreement and the “Notes” issued thereunder, including but not limited to all principal, plus accrued and unpaid interest, fees (including the Repayment Fee (as defined in the Note Purchase Agreement)), and other expenses arising and payable under the Note Purchase Agreement and the “Notes” issued thereunder, which shall be deemed Allowed.

147. “RRI” means Rosehill Resources Inc., a Delaware corporation.

148. “RRI Common Equity Interests” means the Class A Common Stock and Class B Common Stock issued by RRI, and any and all outstanding and unexercised or unvested warrants, options, or rights to acquire such Class A Common Stock and Class B Common Stock existing as of the Petition Date.

149. “RRI General Unsecured Claims” means any General Unsecured Claims against RRI.

150. “RRI Intercompany Claims” means any Intercompany Claims against RRI.

151. “RRI Other Priority Claims” means any Other Priority Claims against RRI.

152. “RRI Other Secured Claims” means any Other Secured Claims against RRI.

153. “RRI Preferred Equity Interests” means the RRI Series A Preferred Stock and the RRI Series B Preferred Stock.

154. “RRI Series A Preferred Stock” means the 8.000% Series A Cumulative Perpetual Convertible Preferred Stock and any and all outstanding and unexercised or unvested warrants, options, or rights to acquire such 8.000% Series A Cumulative Perpetual Convertible Preferred Stock, existing as of the Petition Date.

155. “RRI Series B Preferred Stock” means the 10.000% Series B Redeemable Preferred Stock and any and all outstanding and unexercised or unvested warrants, options, or rights to acquire such 10.000% Series B Redeemable Preferred Stock, existing as of the Petition Date.

156. “Secured” means when referring to 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 Claim Holder’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as

applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed as such pursuant to the Plan.

157. “Secured Noteholders” means the holders under the Note Purchase Agreement.

158. “Secured Notes Interest Payment” means the accrued and unpaid interest due under the Note Purchase Agreement on June 30, 2020 (and no subsequent accrued or unpaid interest) at the non-default rate.

159. “Securities Act” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

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

161. “Series B Allocated Recovery” has the meaning set forth in Article III.B.6.b hereof.

162. “Senior Employee” has the meaning set forth in Article IV.H.4.

163. “Senior Employee ~~Consulting~~Employment Agreements” means the ~~consulting~~employment agreements to be entered into by each Senior Employee and Reorganized ROC on the Effective Date, which shall have the terms and conditions set forth in the Senior Employee Termination Term Sheet, and the form of which shall be included in the Plan Supplement.

164. “Senior Employee Termination Term Sheet” means that term sheet attached hereto as Exhibit C governing the terms with respect to rejection of any Senior Employee’s employment agreements and retention and incentive programs, as applicable.

165. “Tema” means Tema Oil and Gas Company, a Maryland corporation.

166. “TRA” means that certain Tax Receivable Agreement dated as of April 27, 2017 (as amended, modified, or otherwise supplemented from time to time), by and among RRI and Tema.

167. “TRA Claims” means any Claim of Tema pursuant to the TRA, including but not limited to any Early Termination Payment (as defined under the TRA), which shall be deemed Allowed.

168. “Unexpired Lease” means a lease 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.

169. “Unimpaired” means, solely with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

170. “Unsecured Claim” means any Claim that is not a Secured Claim.

171. “U.S. Trustee” means the Office of the United States Trustee for the Southern District of Texas.

B. *Rules of Interpretation.*

For purposes of the Plan: (1) 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; (2) unless otherwise specified, 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; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented from time to time; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code (other than section 102(5) of the Bankruptcy Code) shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (12) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s case management and electronic case filing system; (13) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended, modified, or supplemented from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (14) any immaterial effectuating provisions may be interpreted by the Debtors or Reorganized Debtor, as applicable, in such a manner that is consistent with the overall purpose and intent of the Plan, subject to the approval of the Debtors, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; *provided* that no effectuating provision shall be immaterial or deemed immaterial if it has any substantive legal or economic effect on any party; and (15) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

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 may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction 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, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations 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), and corporate or limited liability company governance matters; *provided, however*, that corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

E. *Reference to Monetary Figures.*

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

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

G. *Consent Rights.*

Any and all consent rights (including the Consenting Creditor Consent Right) of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, all exhibits to the Plan, the Plan Supplement, any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, and any other applicable consent right as set forth in the Restructuring Support Agreement shall be incorporated herein by this reference (including to the applicable definitions in Section A hereof) and be fully enforceable as if stated in full herein.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement shall not impair such rights and obligations.

ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

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

A. *Administrative Claims.*

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment of its Allowed Claim, each Holder of an Allowed Administrative Claim will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim either: (1) if Allowed on or prior to the Effective Date, on the Effective Date, or as soon as practicable thereafter, (2) if the Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which such Administrative Claim is Allowed by Reorganized ROC or a Final Order, or as soon as reasonably practicable thereafter, or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claims, without any further action by the Holders of such Allowed Administrative Claims.

B. *Professional Compensation.*

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for the allowance and payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date shall be Filed no later than forty-five (45) days after the Effective Date, unless Reorganized ROC agrees otherwise in writing. Objections to Professional Fee Claims must be filed with the Bankruptcy Court and served on the Reorganized Debtors and the applicable Professional within thirty (30) days after the filing of the final fee application with respect to the applicable Professional Fee Claims. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court and, once approved by the Bankruptcy Court, shall be immediately paid in full in Cash from the Professional Fees Escrow Account; *provided, however*, that if the funds in the Professional Fees Escrow Account are insufficient to pay the full Allowed amounts of the Professional Fee Claims, Reorganized ROC shall promptly pay any remaining Allowed amounts from their Cash on hand.

For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and the Debtors are permitted to pay without seeking further authority from the Bankruptcy Court, compensation for services and reimbursement of expenses in the ordinary course of the Debtors' businesses (and in accordance with any relevant prior order of the Bankruptcy Court), which payments may continue notwithstanding the occurrence of Confirmation and the Effective Date.

2. Professional Fees Escrow Account.

On the Effective Date, Reorganized ROC shall fund the Professional Fees Escrow Account in an amount equal to all asserted Professional Fee Claims outstanding as of the Effective Date (including, for the avoidance of doubt, any reasonable estimates for unbilled amounts provided prior to or as of the Effective Date payable by the Debtors or Reorganized ROC). The Professional Fees Escrow Account may be an interest-bearing account. Amounts held in the Professional Fees Escrow Account shall not constitute property of the Reorganized Debtors. After the Effective Date, in the event there is a remaining balance in the Professional Fees Escrow Account following payment to all Holders of Professional Fee Claims under the Plan as provided in Article II.B.1 above, any such amounts shall be promptly (but in any event no less than two (2) Business Days after the occurrence of the Effective Date) returned to, and constitute property of, the Reorganized Debtors.

Professionals shall estimate their unpaid Professional Fee Claims incurred in rendering services to the Debtors, their Estates, or the Committee (if any), as applicable, before and as of each of the Effective Date and shall deliver such estimate to counsel for the Debtors no later than five (5) Business Days before the Effective Date; provided, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors shall estimate the unpaid and unbilled fees and expenses of such Professional in order for such Professional to be entitled to payment from the Professional Fees Escrow Account. The total amount proposed to be allocated to the Professional Fees Escrow Account and pursuant to this Section shall be provided to the attorneys for the Debtors and the Consenting Creditors no later than three (3) Business Days before the Effective Date.

3. Post-Effective Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Reorganized Debtors. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking compensation for services rendered after such date shall terminate, and the Reorganized Debtors may pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. *Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment of its Allowed Claim, each Holder of an Allowed Priority Tax Claim will receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Claim on the Effective Date or as soon as practicable thereafter or such other treatment consistent with the provisions of section 1129(a)(9)(C) of the Bankruptcy Code.

Notwithstanding anything herein to the contrary, and regardless of whether any such Claim constitutes a Priority Tax Claim, if (x) any income tax liability (and any interest, penalties or additions to tax with respect thereto) of RRI or Reorganized RRI that arises from any taxable period (or portion thereof) ending on or prior to December 31, 2020 becomes due and payable (the “2020 Tax Liability”) and (y) Reorganized RRI has insufficient cash available to pay the full amount of the 2020 Tax Liability, Tema shall contribute an amount equal to such shortfall to Reorganized RRI at least 10 Business Days prior to the due date thereof (or, in the case of any proceedings by RRI contesting such income tax liability that stays assessment of the relevant tax, at least 10 Business Days prior to the date on which such tax is permitted to be assessed); *provided* that Tema shall be entitled to any portion of a refund relating to the 2020 Tax Liability paid to Reorganized RRI to the extent such refund relates to such contribution; *provided* that to the extent a portion of the 2020 Tax Liability is attributable to an increase in applicable commodity prices after July 22, 2020 and Reorganized RRI has insufficient cash available to pay the portion of the 2020 Tax Liability attributable to such increase, Reorganized ROC shall in good faith consult with Tema to consider making a Cash distribution to Reorganized ROC’s equity holders to the extent necessary to enable Reorganized RRI to pay such portion; *provided further* that under no circumstances shall Reorganized ROC be required to make any Cash distribution to Reorganized RRI or New Rosehill IntermediateCo relating to or on account of the 2020 Tax Liability.

D. *Claims in Connection with Debtor in Possession Financing.*

On the Effective Date, the DIP Claims shall be Allowed and deemed to be Allowed Claims in the full amount outstanding under the DIP Credit Agreement and the DIP Orders, including all principal, accrued and unpaid interest on account of the DIP Claims, and all accrued and unpaid fees, expenses, and noncontingent indemnity payable under the DIP Credit Agreement or the DIP Orders. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Holder or, in the case of the DIP Upfront Fee, any affiliate thereof identified on Schedule I of the Fee Letter (as defined in the DIP Credit Agreement) shall receive its Pro Rata share of (i) payment in full in Cash of any accrued and unpaid interest, fees, and expenses, provided that the DIP Interest and the DIP Upfront Fee shall only be paid in Cash if (x) the Secured Notes Interest Payment has been paid in full in Cash and (y) the Minimum Liquidity Condition is satisfied after giving effect to the Secured Notes Interest Payment and any portion of the DIP Interest and DIP Upfront Fee that is to be paid hereunder, (ii) its allocated share under the DIP Documents of 1.69% of the Reorganized ROC Units on account of the DIP Backstop Fee, subject to dilution by the MIP Equity, and (iii) 24.15% of the Reorganized ROC Units on account of the outstanding principal amount of DIP Claims (excluding the DIP Backstop Fee), subject to dilution by the MIP Equity; *provided*, that any Pro Rata share distributed on account of Tema’s Allowed DIP Claim shall be indirectly distributed to Tema in the form of New Rosehill IntermediateCo Units; *provided, further* that, upon the Effective Date, exclusive of the Preferred Stock Allocated Recovery, Tema shall own 90.84% of the New Rosehill IntermediateCo Units. As a condition to the treatment provided in this Article II.D, the full loan amount available under the DIP Credit Agreement shall be loaned to ROC pursuant to the DIP Credit Agreement with 50% being loaned within three (3) Business Days of the entry of the Interim Order and the remaining 50% being loaned within three (3) Business

Days of the entry of the Final Order. Upon receiving the treatment set forth in this paragraph, on the Effective Date, all Liens and security interests granted to secure the DIP Claims shall be automatically terminated and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Notwithstanding anything in this Article II.D to the contrary, Tema's fees and expenses as a Holder of an Allowed DIP Claim shall constitute Consenting Tema Restructuring Expenses and receive the treatment provided under Article II.E of the Plan.

Any portion of the DIP Interest or DIP Upfront Fee that is not permitted to be paid in Cash on the Effective Date pursuant to this Article II.D shall be deemed discharged or otherwise extinguished on the Effective Date.

E. *Consenting Creditor Expenses.*

On the Effective Date, the Debtors or Reorganized ROC shall pay in Cash in full the Consenting Creditor Expenses to the extent not already paid; provided that the Consenting Tema Restructuring Expenses shall only be paid on the Effective Date if (i) the Secured Notes Interest Payment has been paid in full in Cash, (ii) the DIP Interest and DIP Upfront Fee have each been paid in full in Cash, and (iii) the Minimum Liquidity Condition is satisfied after giving effect to (i) and (ii) and any portion of the Consenting Tema Restructuring Expenses to be paid hereunder, and any outstanding amount of the Consenting Tema Restructuring Expenses not paid on the Effective Date shall remain an obligation of Reorganized ROC until paid in full in Cash and shall be paid upon the date of the earlier to occur of either the Minimum Liquidity Condition being satisfied or the payment of such Consenting Tema Restructuring Expenses is not prohibited under the Exit RBL Credit Agreement.

Any unpaid Claim relating to the Consenting Creditor Expenses shall constitute Allowed Administrative Claims and, subject to the proviso in the immediately preceding paragraph, shall be paid on a current basis in full in Cash on the Effective Date. Nothing herein shall require the Consenting Creditors or their respective professionals to file applications, a Proof of Claim or otherwise seek approval of the Bankruptcy Court as a condition to the payment of such Allowed Administrative Claims.

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims and Interests.*

Claims and Interests, except for Administrative Claims, Priority Tax Claims, and Professional Fee Claims, are classified in the Classes set forth in this Article III of the Plan. 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 also is 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.

1. Class Identification.

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Claims and Interests in RRI			
Class 1A	RRI Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2A	RRI Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3A	RRI General Unsecured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 4A	TRA Claims	Impaired	Entitled to Vote
Class 5A	RRI Intercompany Claims	Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 6A	RRI Preferred Equity Interests	Impaired	Entitled to Vote
Class 7A	RRI Common Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Claims and Interests in ROC			
Class 1B	ROC Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2B	ROC Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3B	ROC Revolving Credit Agreement Claims	Impaired	Entitled to Vote
Class 4B	ROC Secured Note Claims	Impaired	Entitled to Vote
Class 5B	ROC General Unsecured Claim	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 6B	ROC Intercompany Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 7B	ROC Preferred Equity Interests	Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 8B	ROC Common Equity Interests	Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)

B. *Treatment of Claims and Interests.*

1. Class 1A—RRI Other Priority Claims.

- (a) *Classification:* Class 1A consists of all RRI Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed RRI Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed RRI Other Priority Claim, each Holder of an Allowed RRI Other Priority Claim will, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such RRI Other Priority Claim becomes an Allowed RRI Other Priority Claim, in each case, or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 1A is Unimpaired under the Plan. Holders of Claims in Class 1A are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2A—RRI Other Secured Claims.

- (a) *Classification:* Class 2A consists of all RRI Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed RRI Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed RRI Other Secured Claim, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), (i) each such Holder will receive payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such RRI Other Secured Claim becomes an Allowed RRI Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such Holder's Allowed RRI Other Secured Claim will be Reinstated, or (iii) such Holder will receive such other treatment so as to render such Holder's Allowed RRI Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 2A is Unimpaired under the Plan. Holders of Claims in Class 2A are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3A—RRI General Unsecured Claims.

- (a) *Classification:* Class 3A consists of all RRI General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed RRI General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed RRI General Unsecured Claim, at the option of the Debtors or the Reorganized Debtors, (i) each such Holder will receive payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such RRI General Unsecured Claim becomes an Allowed RRI General Unsecured Claim, in each case, or as soon as reasonably practicable thereafter, or (ii) such Holder's Allowed RRI General Unsecured Claim will be Reinstated, in which case any payment in satisfaction of such Allowed ROC General Unsecured Claim shall be paid no earlier than the date it becomes due and payable against ROC.
- (c) Class 3A is Unimpaired under the Plan. Holders of Claims in Class 3A are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

4. Class 4A—TRA Claims

- (a) *Classification:* Class 4A consists of all TRA Claims.
- (b) *Treatment:* In conjunction with Article III.B.13 of the Plan, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for the TRA Claims, the Holder of the TRA Claims shall receive (i) 4.08% of the Reorganized ROC Units, subject to dilution by the MIP Equity, and (ii) solely to the extent the Preferred Stock Allocated Recovery is not distributed to Holders of RRI Preferred Equity Interests as set forth in Article III.B.6 of the Plan, the Preferred Stock Allocated Recovery; *provided*, that any distribution to Tema as the Holder of the Allowed TRA Claims shall be indirectly distributed to Tema in the form of New Rosehill IntermediateCo Units; *provided, further* that, upon the Effective Date, exclusive of the Preferred Stock Allocated Recovery, Tema shall own 90.84% of the New Rosehill IntermediateCo Units.
- (c) *Voting:* Class 4A is Impaired under the Plan. Holders of the TRA Claims in Class 4A are entitled to vote to accept or reject the Plan.

5. Class 5A—RRI Intercompany Claims

- (a) *Classification:* Class 5A consists of all RRI Intercompany Claims.

- (b) *Treatment:* On the Effective Date, all RRI Intercompany Claims shall, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), either be (i) Reinstated (provided that such Reinstatement does not result in any right to ongoing distributions or Claims against the Reorganized Debtors), (ii) cancelled, released, and extinguished, and will be of no further force or effect, or (iii) otherwise addressed at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders) such that Holders of RRI Intercompany Claims, upon the Effective Date or on a go-forward basis, will not receive any distribution on account of such RRI Intercompany Claims.
- (c) *Voting:* Class 5A is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 5A are not entitled to vote to accept or reject the Plan.

6. Class 6A—RRI Preferred Equity Interests

- (a) *Classification:* Class 6A consists of all RRI Preferred Equity Interests
- (b) *Treatment:* On the Effective Date, if (i) Class 6A votes to accept the Plan pursuant to Bankruptcy Code section 1126 and (ii) no Holder of RRI Preferred Equity Interests objects to the Plan, including the allowance or priority of the TRA Claims, then (A) on the Effective Date, each Holder of RRI Preferred Equity Interests will receive, in full and final satisfaction of such Interests, its Pro Rata share of 1.48% of the Reorganized ROC Units subject to dilution by the MIP Equity (the “Preferred Stock Allocated Recovery”), and (B) Holders of RRI Series B Preferred Stock shall waive and release any right to any recovery on account of such RRI Series B Preferred Stock (the “Series B Allocated Recovery”), with all such Series B Allocated Recovery being distributed to the Holders of RRI Series A Preferred Stock; *provided*, that any distribution to Holders of RRI Preferred Equity Interests shall be indirectly distributed in the form of Reorganized RRI Shares; and *provided, further* that, upon the Effective Date, Holders of RRI Preferred Equity Interests shall own 100% of the Reorganized RRI Shares, which shall own 9.16% of the New Rosehill IntermediateCo Units.

If (x) Class 6A does not vote to accept the Plan pursuant to Bankruptcy Code section 1126, or (y) any Holder of RRI Preferred Equity Interests objects to the Plan, including the allowance or priority of the TRA Claims, then (a) the Holders of RRI Preferred Equity Interests shall not (directly or

indirectly) receive any portion of the Preferred Stock Allocated Recovery, and (b) the Preferred Stock Allocated Recovery shall be distributed (directly or indirectly) to Class 4A on account of the TRA Claims.

On the Effective Date, all RRI Preferred Equity Interests shall be cancelled and extinguished.

- (c) *Voting:* Class 6A is Impaired under the Plan. Holders of Interests in Class 6A are entitled to vote to accept or reject the Plan.

7. Class 7A—RRI Common Equity Interests

- (a) *Classification:* Class 7A consists of all RRI Common Equity Interests
- (b) *Treatment:* On the Effective Date, all RRI Common Equity Interests shall be cancelled and extinguished. Holders of RRI Common Equity Interests shall not receive any distribution or retain any property pursuant to the Plan.
- (c) *Voting:* Class 7A is Impaired under the Plan. Holders of Interests in Class 7A are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

8. Class 1B—ROC Other Priority Claims.

- (a) *Classification:* Class 1B consists of all ROC Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed ROC Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed ROC Other Priority Claim, each Holder of an Allowed ROC Other Priority Claim will, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such ROC Other Priority Claim becomes an Allowed ROC Other Priority Claim, in each case, or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 1B is Unimpaired under the Plan. Holders of Claims in Class 1B are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 2B—ROC Other Secured Claims.

- (a) *Classification:* Class 2B consists of all ROC Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed ROC Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed ROC Other Secured Claim, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), (i) each such Holder will receive payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such ROC Other Secured Claim becomes an Allowed ROC Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such Holder's Allowed ROC Other Secured Claim will be Reinstated, or (iii) such Holder will receive such other treatment so as to render such Holder's Allowed ROC Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 2B is Unimpaired under the Plan. Holders of Claims in Class 2B are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 3B—ROC Revolving Credit Agreement Claims.

- (a) *Classification:* Class 3B consists of all ROC Revolving Credit Agreement Claims.
- (b) *Treatment:* On the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for the ROC Revolving Credit Agreement Claims (other than Claims in respect of (i) Prepetition Interest Rate Swaps and (ii) prepetition Secured Cash Management Agreements (as defined in the ROC Revolving Credit Agreement)), each Holder of an ROC Revolving Credit Agreement Claim shall receive issuance of the principal amount owing under the Exit RBL Credit Agreement in the amount of its Pro Rata share of such Holder's ROC Revolving Credit Claim Principal Amount. On the Effective Date, Claims in respect of Prepetition Interest Rate Swaps shall not be discharged and shall remain an obligation of the Reorganized Debtors pursuant to the secured swap agreements entered into in connection with the Exit RBL Credit Agreement. On the Effective Date, Claims in respect of prepetition Secured Cash Management Agreements (as defined in the ROC Revolving Credit Agreement) shall not be discharged and shall remain an obligation of the Reorganized Debtors pursuant to the secured cash management

agreements entered into in connection with the Exit RBL Credit Agreement.

- (c) *Voting:* Class 3B is Impaired under the Plan. Holders of Claims in Class 3B are entitled to vote to accept or reject the Plan.

11. Class 4B—ROC Secured Note Claims.

- (a) *Classification:* Class 4B consists of all ROC Secured Note Claims.
- (b) *Treatment:* On the Effective Date, in full and final satisfaction, settlement, release, and discharge of and in exchange for the ROC Secured Note Claims, each Holder of the ROC Secured Note Claims shall receive its Pro Rata share of (a) 68.60% of the Reorganized ROC Units, subject to dilution by the MIP Equity, and (b) to the extent the Minimum Liquidity Condition is satisfied, the Secured Notes Interest Payment (or any portion thereof) that may be paid while still satisfying the Minimum Liquidity Condition. In the event any portion of the Secured Notes Interest Payment is not permitted to be paid on the Effective Date because the Minimum Liquidity Condition is not satisfied, then such portion shall be deemed discharged or otherwise extinguished on the Effective Date.
- (c) *Voting:* Class 4B is Impaired under the Plan. Holders of Claims in Class 4B are entitled to vote to accept or reject the Plan.

12. Class 5B—ROC General Unsecured Claims.

- (a) *Classification:* Class 5B consists of all ROC General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed ROC General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed ROC General Unsecured Claim, at the option of the Debtors or the Reorganized Debtors, (i) each such Holder will receive payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such ROC General Unsecured Claim becomes an Allowed ROC General Unsecured Claim, in each case, or as soon as reasonably practicable thereafter, or (ii) such Holder's Allowed ROC General Unsecured Claim will be Reinstated, in which case any payment in satisfaction of such Allowed ROC General Unsecured Claim shall be paid no earlier than the date it becomes due and payable against ROC.
- (c) *Voting:* Class 5B is Unimpaired under the Plan. Holders of Claims in Class 5B are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

13. Class 6B—ROC Intercompany Claims

- (a) *Classification:* Class 6B consists of all ROC Intercompany Claims.
- (b) *Treatment:*
 - 1) On the Effective Date, RRI, in full and final satisfaction of its claims, rights, and interests against ROC under the ROC LLC Agreement with respect to the TRA Claims, shall receive for the sole and exclusive benefit of the Holder of the TRA Claims, the treatment provided under the Plan for the Holder of the TRA Claims under Article III.B.4, which shall be paid directly to the Holder of the TRA Claims.
 - 2) On the Effective Date, any other ROC Intercompany Claims shall, at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), either be (i) Reinstated (provided that such Reinstatement does not result in any right to ongoing distributions or Claims against the Reorganized Debtors), (ii) cancelled, released, and extinguished, and will be of no further force or effect, or (iii) otherwise addressed at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders) such that Holders of ROC Intercompany Claims, upon the Effective Date or on a go-forward basis, will not receive any distribution on account of such ROC Intercompany Claims.
- (c) *Voting:* Class 6B is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 6B are not entitled to vote to accept or reject the Plan.

14. Class 7B—ROC Preferred Equity Interests

- (a) *Classification:* Class 7B consists of all ROC Preferred Equity Interests
- (b) *Treatment:* On the Effective Date, all ROC Preferred Equity Interests shall, ~~at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), either be (i) Reinstated (provided that such Reinstatement does not result in any right to ongoing distributions or Claims against the Reorganized Debtors), (ii)~~ be cancelled, released, and extinguished, and will be of no further force or effect, ~~or (iii) otherwise addressed at the option of the Debtors or the~~

~~Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders)~~ such that Holders of ROC Preferred Equity Interests, upon the Effective Date or on a go-forward basis, will not receive any distribution on account of such ROC Preferred Equity Interests.

- (c) *Voting:* Class 7B is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Interests in Class 7B are not entitled to vote to accept or reject the Plan.

15. Class 8B—ROC Common Equity Interests

- (a) *Classification:* Class 8B consists of all ROC Common Equity Interests
- (b) *Treatment:* On the Effective Date, all ROC Common Equity Interests shall, ~~at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders), either be (i) Reinstated, (ii) be~~ cancelled, released, and extinguished, and will be of no further force or effect, ~~or (iii) otherwise addressed at the option of the Debtors or the Reorganized Debtors (subject to the consent of the Majority DIP Lenders and consultation in good faith with the Consenting Revolving Credit Agreement Lenders)~~ such that Holders of ROC Common Equity Interests will not receive any distribution on account of such ROC Common Equity Interests.
- (c) *Voting:* Class 8B is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Interests in Class 8B are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Acceptance or Rejection of the Plan.*

1. Voting Classes.

Classes 4A, 6A, 3B, and 4B are Impaired under the Plan. The Holders of Claims in such Classes are entitled to vote to accept or reject the Plan.

2. Presumed Acceptance of the Plan.

Classes 1A, 2A, 3A, 1B, 2B, 5B, and 6B are or may be Unimpaired under the Plan. The Holders of Claims in such Classes are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

3. Deemed Rejection of the Plan.

Classes 5A, 7A, 7B, and 8B are or may be Impaired under the Plan and are receiving no recovery under the Plan. The Holders of Claims and Interests in such Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

E. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

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

Provided Classes 4A, 3B and/or 4B votes to accept the Plan, the Debtors request Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any Class that does not vote to accept the Plan.

G. *Controversy Concerning Impairment.*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy at or before the hearing conducted by the Bankruptcy Court to consider confirmation of the Plan. Any dispute with respect to impairment that is not raised in sufficient time to enable the Bankruptcy Court to determine such dispute on or prior to the Confirmation Date shall be deemed waived.

H. *Subordinated Claims.*

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, the Debtors and Reorganized Debtors, as applicable, reserve the right to reclassify any Allowed Claim or Allowed Interest,

other than the Prepetition Secured Claims or the TRA Claims, in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. *No Substantive Consolidation.*

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan. To the extent any individual Debtor's chapter 11 plan is not confirmable, the Debtors reserve the right to sever such Debtor from this Plan.

B. *Formation of New Entities; Issuance of New Equity Interests.*

On or after the Confirmation Date and prior to the Effective Date, New Rosehill IntermediateCo will be formed as a new Delaware limited liability company by filing the New Rosehill IntermediateCo Certificate with the Secretary of State of the State of Delaware.

As of the Effective Date, the New Equity Interests will be issued and distributed to Holders of Claims and Interests against the Debtors as set forth in Article II.D and III.B.4, 6, 11, and Article IV.H.3 and P, pursuant to and in accordance with the Plan, in each case, as provided in the Implementation Memorandum. Each such issuance and distribution of the New Equity Interests shall be authorized without the need for any further corporate or limited liability company action and without the need for any further consent, approval or action by any Holders of Claims or Interests or any other Entity.

Each issuance and distribution of the New Equity Interests, respectively, under the Plan shall be governed by the applicable terms and conditions set forth in the Plan, the Implementation Memorandum, and by the terms and conditions of the, respective New Organizational Documents, which terms and conditions shall bind each such recipient of the New Equity Interests.

On the Effective Date, the Reorganized Debtors will each be authorized to and shall issue or execute and deliver, as applicable, in accordance with the Implementation Memorandum, New Equity Interests and New Organizational Documents, as applicable, in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

C. *Dissolution of RRI.*

On or immediately after the Effective Date and in accordance with Article III of this Plan, the Debtors shall effectuate the cancellation of all Claims or Interests in or against the Debtors.

If, pursuant to Article III.B.6 of the Plan, the Holders of RRI Preferred Equity Interests receive the Preferred Stock Allocated Recovery on account of the RRI Preferred Equity Interests, RRI shall remain in existence pursuant to the terms of this Plan.

If, pursuant to Article III.B.6 of the Plan, the Holders of RRI Preferred Equity Interests do not receive the Preferred Stock Allocated Recovery on account of the RRI Preferred Equity Interests, RRI shall be dissolved in accordance with applicable Delaware law only if Tema does not receive any distribution on account of the Preferred Stock Allocated Recovery through an interest in Reorganized RRI, which shall be determined by the Debtors, Tema, and Secured Noteholders in their reasonable discretion.

D. Continued Organizational Existence and Vesting of Assets in the Reorganized Debtors; Continued Operations.

Except as otherwise provided herein, as of the Effective Date: (1) Reorganized ROC shall exist as a separate legal entity, with all powers in accordance with the laws of the state of Delaware and the Reorganized ROC LLC Agreement; (2) Reorganized RRI shall exist as a separate legal entity, with all powers in accordance with the laws of the state of Delaware and the Reorganized RRI Bylaws; and (3) New Rosehill IntermediateCo shall exist as a separate legal entity, with all powers in accordance with the laws of the state of Delaware and the New Rosehill IntermediateCo LLC Agreement. On the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor under the Plan other than the New Rosehill IntermediateCo Units, shall vest, subject to the Restructuring Transactions, in Reorganized ROC, and the New Equity Interests shall vest in the recipient provided under the Plan, in each case free and clear of all Claims, Liens, charges, other encumbrances, Interests and other interests other than those relating to the Exit RBL Debt Documents. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, each of the Reorganized Debtors may pay the respective charges that they incur on or after the Effective Date for appropriate Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional fee applications) without application to, or the approval of, the Bankruptcy Court.

E. Restructuring Transactions.

On or before the Effective Date, or as soon thereafter as reasonably practicable, the applicable Debtors or the Reorganized Debtors shall enter into and shall take any actions as may be necessary or appropriate to effect the Restructuring Transactions. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities and the Required Consenting Creditors may agree; (2) the

execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Restructuring Support Agreement and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law, each of which shall be on terms acceptable to the Required Consenting Creditors; and (4) all other actions that the applicable Entities, with the consent of the Required Consenting Creditors (it being understood that the Required Consenting Creditors' consent may not be unreasonably withheld), determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. The Confirmation Order shall, and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, 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. On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors, as applicable, shall issue all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Restructuring Transactions.

F. *New Debt Documents.*

On the Effective Date: Reorganized ROC shall be authorized to incur or issue the indebtedness under the Exit RBL Credit Agreement and any related agreements or filings (including secured swap agreements entered into in connection with the Exit RBL Credit Agreement evidencing the Prepetition Interest Rate Swaps and Postpetition Hedging Arrangements and secured cash management agreements entered into in connection with the Exit RBL Credit Agreement evidencing Claims in respect of prepetition Secured Cash Management Agreements (as defined in the ROC Revolving Credit Agreement)) without the need for any further corporate, limited liability company or partnership action and without further action by or approval of the Bankruptcy Court, and the Exit RBL Debt Documents and any related agreements or filings shall be executed, or deemed executed, as applicable, and delivered.

G. *Sources of Cash for Plan Distributions.*

The Debtors or Reorganized Debtors, as applicable, are authorized to execute and deliver any documents necessary or appropriate to obtain Cash for funding the Plan, including by borrowing funds pursuant to the DIP Credit Agreement. All consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto (including payments to effect the Required Exit Availability) shall be obtained through a combination of one or more of the following: (a) Cash on hand of the Debtors and their Estates, including Cash from business operations; (b) proceeds of the DIP Facility; (c) the proceeds of any tax refunds; (d) the proceeds of any Causes of Action; and (e) any other means of financing or funding that the Debtors or the Reorganized Debtors determine is necessary or appropriate, subject to the Consenting Creditor Consent Right and the terms of the Exit RBL Debt Documents and New Organizational Documents.

H. *Governance, Directors and Officers; Employment-Related Agreements and Compensation Programs; Other Agreements.*

1. The New LLC Agreements and Other New Organizational Documents.

Forms of the New Organizational Documents will be included in the Plan Supplement and shall be subject to the Consenting Creditor Consent Right. The New Organizational Documents, the certificate of incorporation or organization and bylaws, and such other comparable constituent documents of the Reorganized Debtors shall, among other things, prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. On the Effective Date, the limited liability company agreement of ROC will be amended and restated as the Reorganized ROC LLC Agreement and will be executed by New Rosehill IntermediateCo and EIG as the sole members of Reorganized ROC. In addition, New Rosehill IntermediateCo and all recipients of New Rosehill IntermediateCo Units issued pursuant to the Plan shall be deemed to be parties to and bound by the New Rosehill LLC Agreement, without the need for execution by any such Entity other than New Rosehill IntermediateCo. On the Effective Date, the bylaws of RRI will be amended and restated as the Reorganized RRI Bylaws, and all recipients of Reorganized RRI Shares shall be deemed to be bound by the Reorganized Bylaws, without further corporate action. The respective New Organizational Documents shall be binding on all transferees and other holders of the New Equity Interests issued pursuant to such New Organizational Documents, regardless of whether they execute the New Organizational Documents.

Notwithstanding the foregoing, a Holder of an Allowed DIP Claim, Allowed ROC Secured Note Claim, or Allowed TRA Claim will not be entitled to receive their respective distribution of Reorganized ROC Units or New Rosehill IntermediateCo Units pursuant to the Plan unless and until such Holder delivers to a duly executed counterpart signature page to the Reorganized ROC LLC Agreement or New Rosehill LLC Agreement, as applicable.

At any time after the Effective Date, any one or more of the Reorganized Debtors may amend its respective certificate of formation or limited liability company agreement to the extent permitted by applicable non-bankruptcy law and subject to the terms and conditions set forth in the applicable constituent documents. Subject to the Implementation Memorandum, on or prior to the Effective Date, or as soon thereafter as is practicable, each Reorganized Debtor shall file any such certificate of formation or certificate of incorporation (or comparable constituent documents) with the secretary of state or jurisdiction or similar office of the state or jurisdiction in which such Reorganized Debtor is incorporated or organized, to the extent required by and in accordance with the applicable corporate, limited liability company or partnership law, as applicable, of such state or jurisdiction.

2. Directors and Officers of the Reorganized Debtors.

In accordance with section 1129(a)(5) of the Bankruptcy Code, to the extent known, the initial members of the Reorganized ROC Board and the other directors, managers, and officers of Reorganized ROC, as of the Effective Date, shall be identified in a disclosure to be included in the Plan Supplement.

3. Management Incentive Plan.

Within sixty (60) days after the Effective Date, the Reorganized ROC Board shall adopt a post-emergence management incentive plan (the “Management Incentive Plan”) that provides for the issuance of equity, options and/or other equity-based awards (collectively, “Awards”) to employees and directors of the Reorganized Debtors in the form of restricted units, options, Reorganized ROC Units, or other rights exercisable, exchangeable, or convertible into Reorganized ROC Units representing up to 10% of the Reorganized ROC Units on a fully diluted, as-converted, and fully distributed basis (the “MIP Equity”). The other terms and conditions of the Management Incentive Plan (including, but not limited to, participants, timing and amount of awards, vesting, exercise prices, etc.) shall be determined by the Reorganized ROC Board no later than sixty (60) days after the Effective Date. The form of the Awards, the participants in the Management Incentive Plan, the allocations of the Awards to such participants (including the amount of allocations and the timing of the grant of the Awards), and the terms and conditions of the Awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized ROC Board in its sole discretion.

4. Employee and Retiree Benefits.

Unless otherwise provided herein, and subject to Article V hereof, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Debtors, and shall be assigned to or revest in Reorganized ROC and shall remain in place as of the Effective Date, and Reorganized ROC will continue to honor such agreements, arrangements, programs, and plans. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. With respect to all existing employment agreements and retention and incentive programs for the Debtors’ senior management ((i) President and Chief Executive Officer, (ii) Senior Vice President and Chief Financial Officer, (iii) Vice President-Commercial and Reserves, and (iv) Vice President, General Counsel, Corporate Secretary and Compliance Officer (each, a “Senior Employee”)), on the Effective Date, (a) such employment agreements and retention and incentive programs shall be assumed by the Debtors, and shall be assigned to or revest in Reorganized ROC, to the extent such agreements are amended to include terms and conditions that must be agreed by the applicable Senior Employee, the Debtors, and the Required Secured Noteholders, or (b) such employment agreements and retention and incentive programs will be rejected on the Effective Date pursuant to the terms of the Senior Employee Termination Term Sheet, with the Claims set forth in the Senior Employee Termination Term Sheet being Allowed as of the Effective Date and paid pursuant to the terms of the Senior Employee Termination Term Sheet, and on the Effective Date, each Senior Employee shall enter into the Senior Employee ~~Consulting~~Employment Agreements.

5. Other Matters.

Notwithstanding anything to the contrary in the Plan, no provision in any contract, agreement or other document with the Debtors that is rendered unenforceable against the Debtors

or the Reorganized Debtors pursuant to sections 541(c), 363(l) or 365(e)(1) of the Bankruptcy Code, or any analogous decisional law, shall be enforceable against the Debtors or Reorganized Debtors as a result of the Plan.

6. Transactions Effective as of the Effective Date.

Pursuant to section 1142 of the Bankruptcy Code, the following shall occur and be effective as of the Effective Date, if no such other date is specified in such other documents, including the Implementation Memorandum, and shall be authorized and approved in all respects and for all purposes without any requirement of further action by the stockholders, members, managers or directors of the Debtors or any of the Reorganized Debtors: (a) the Restructuring Transactions; (b) the adoption of the New Organizational Documents; (c) the election or appointment, as applicable, of the initial members of the Reorganized ROC Board and the other directors, managers, and officers of the Reorganized Debtors as of the Effective Date; (d) the distribution of Cash and other property pursuant to the Plan, subject to Article VI; (e) the authorization and issuance of the indebtedness under the Exit RBL Credit Agreement and entry into the Exit RBL Debt Documents; (f) the authorization and issuance of the New Equity Interests pursuant to the Plan; (g) the adoption, execution, delivery and implementation of all contracts, leases, instruments, releases and other agreements or documents related to any of the foregoing; (h) the adoption, execution and implementation of employment, retirement and indemnification agreements, incentive compensation programs, retirement income plans, welfare benefit plans and other employee plans and related agreements; and (i) any other matters provided for under the Plan or described in the Implementation Memorandum involving the corporate structure of the Debtors or Reorganized Debtors or any corporate, limited liability company or partnership action to be taken by or required of a Debtor or Reorganized Debtor.

I. *Section 1145 Exemption.*

To the maximum extent provided by section 1145(a) of the Bankruptcy Code, the offering, issuance and distribution under the Plan of the New Equity Interests and indebtedness under that Exit RBL Credit Agreement (collectively, the “New Securities”) are intended to be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable federal, state or local law requiring the registration of any offering, issuance, distribution or sale of securities. The exemptions provided for in section 1145 of the Bankruptcy Code do not apply to an entity that is deemed an “underwriter” as such term is defined in section 1145(b) of the Bankruptcy Code. To the extent that such exemption under section 1145(a) is not available with respect to the offering, issuance and distribution of any of the New Securities, the offering, issuance and/or distribution, as applicable, of such New Securities are intended to be made pursuant to the exemption set forth in section 4(a)(2) of the Securities Act or another exemption thereunder. The New Securities issued and distributed under the Plan shall be authorized without the need for further corporate or limited liability company action with respect to any of the Reorganized Debtors or without any further action by any Entity, and once issued, all such New Securities shall be duly authorized and validly issued.

Resales of the New Securities issued and distributed under the Plan will be subject to, among other things: (i) the contractual restrictions on transfer contained in the Organizational Documents; (ii) the Exit RBL Credit Agreement, in the case of any indebtedness thereunder; (iii)

applicable regulatory approval, if any; and (iv) compliance with applicable securities laws (e.g., restrictions on resale of “control securities” under Rule 144 under the Securities Act). In addition, to the extent that any New Securities distributed under the Plan are not covered by section 1145(a), such New Securities will be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act and may not be transferred or resold except as permitted under the Securities Act and other applicable securities laws, pursuant to registration or exemption therefrom.

J. *General Settlement of Claims and Interests.*

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan, including (1) any challenge to the amount, validity, perfection, enforceability, priority or extent of the DIP Claims, Prepetition Secured Claims, or the TRA Claims, and (2) any claim to avoid, subordinate, or disallow the DIP Claims, Prepetition Secured Claims, or the TRA Claims, whether under any provision of chapter 5 of the Bankruptcy Code, on any equitable theory (including equitable subordination, equitable disallowance, or unjust enrichment) or otherwise. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, 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 hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

K. *Cancellation of Existing Securities and Agreements.*

On the Effective Date, except to the extent otherwise provided in the Plan or the Implementation Memorandum (including with respect to Prepetition Interest Rate Swaps, prepetition Secured Cash Management Agreements (as defined in the ROC Revolving Credit Agreement)), all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the Prepetition Secured Claims and the Existing Equity Interests, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto and the obligations of the Debtors or Reorganized Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided, however*, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive distributions under the Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtor, as applicable. Notwithstanding anything to the contrary in the Plan, including this paragraph, the Liens of the ROC Revolving Credit Agreement Agent pursuant to

the ROC Revolving Credit Agreement Documents shall be deemed to become Liens under the Exit RBL Debt Documents, and shall not be discharged hereby.

L. *Corporate, Limited Liability Company and Partnership Action.*

Upon the Effective Date, all actions contemplated under the Plan, in accordance with the Implementation Memorandum, shall be deemed authorized and approved in all respects, including: (1) selection of the Reorganized ROC Board and the other directors, managers, and officers of the Reorganized Debtors; (2) implementation of the Restructuring Transactions; (3) the entry by the applicable Reorganized Debtor into the Exit RBL Debt Documents and the New Organizational Documents; (4) the issuance of the New Equity Interests; (5) only if applicable pursuant to the Plan, the dissolution of RRI; (6) with respect to all intercompany obligations among the Debtors, the Debtors, with the consent of the Majority DIP Lenders and in consultation in good faith with the Consenting Revolving Credit Agreement Lenders, shall either: (a) extinguish, (b) compromise by distribution, contribution or otherwise, or (c) Reinstate such intercompany obligations; and (7) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date), without the need for any further corporate, limited liability company or partnership action and without the need for any further consent, approval or action by any Holders of Claims or Interests or any other Entity. All matters provided for in the Plan involving the organizational structure of the Debtors and the Reorganized Debtors, as applicable, and any corporate, limited liability company or partnership action required by the Debtors and 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 security holders, directors, managers, or officers of the Debtors and the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute (or deemed to have executed), and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the Exit RBL Debt Documents and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.L of the Plan shall be effective notwithstanding any requirements that would otherwise apply under applicable non-bankruptcy law.

M. *Effectuating Documents; Further Transactions.*

From and after the Effective Date, the Debtors and the Reorganized Debtors and the officers and members of the boards of managers thereof, as applicable, 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 and any securities issued pursuant to the Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, as applicable, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

N. *Section 1146 Exemption.*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property or interests pursuant to the Plan, including the recording of any amendments to such transfers, or any new mortgages or liens placed on the property in connection with such transfers, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer 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 forgo 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.

O. *Preservation of Causes of Action; Release of Avoidance Actions.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Debtors and the Reorganized Debtors, as applicable, 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, including any actions specifically enumerated in the Plan Supplement, and the rights of the Debtors and Reorganized Debtors, as applicable, to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the following Causes of Action, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date: all Causes of Action that arise under (a) sections 544, 547, and 548 of the Bankruptcy Code and (b) state fraudulent conveyance law, in each case, solely related to payments made in the 90 days prior to the Petition Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, 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 Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, 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, including under Article VIII herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or a Final Order, the Debtors and 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.

The Debtors and the Reorganized Debtors, as applicable, reserve and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, any Causes of Action that a Debtor or its Estate may hold against any Entity shall vest in the Debtors or the Reorganized Debtors, as applicable. The applicable Debtors or the Reorganized Debtors through their respective authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. On or after the

Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall 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.

Notwithstanding anything to the contrary contained in the foregoing, on the Effective Date, the Debtors, on behalf of themselves and their Estates, shall be deemed to have released any and all Avoidance Actions. The Debtors and the Reorganized Debtors, any of their successors or assigns, and any Entity acting on behalf of the Debtors or the Reorganized Debtors, shall each be deemed to have waived the right to pursue any and all Avoidance Actions, except for Avoidance Actions brought as counterclaims or defenses to claims asserted against the Debtors.

P. *Implementation.*

The corporate actions implementing the Restructuring Transactions pursuant to this Plan shall be set forth in the Implementation Memorandum filed with the Plan Supplement. Notwithstanding anything herein to the contrary, the Restructuring Transactions involving DIP Claims, TRA Claims, ROC Secured Note Claims, and the RRI Preferred Equity Interests (assuming the Holders of RRI Series A Preferred Stock receive the Preferred Stock Allocated Recovery pursuant to Article III.B.6.b hereof) will be implemented (or deemed to be or treated as being implemented) as follows (and in the following order):

1. ~~Each~~ Within three (3) Business Days of entry of the Final DIP Order, each of Tema and EIG shall have loaned a combined \$17.5 million to ROC under the DIP Facility, of which Tema's share is \$7.5 million and EIG's share is \$10 million.
2. Prior to the Effective Date, New Rosehill IntermediateCo is formed as a Delaware limited liability company with RRI as the sole member.
3. On the Effective Date, each of Tema and RRI contributes its Interest in ROC to New Rosehill IntermediateCo in exchange for New Rosehill IntermediateCo Units such that New Rosehill IntermediateCo becomes the sole member of ROC with all other Equity Interests in ROC to New Rosehill IntermediateCo being cancelled and extinguished.
24. On the Effective Date, Tema contributes the TRA Claims to New Rosehill IntermediateCo in exchange for New Rosehill IntermediateCo Units. Simultaneously, New Rosehill IntermediateCo assumes RRI's obligations under the TRA.
3. ~~EIG contributes its DIP Claims (excluding any DIP Interest that is paid in Cash pursuant to the terms of the Plan) to ROC (which becomes Reorganized ROC) in exchange for Reorganized ROC Units with all obligations under the TRA being deemed satisfied as set forth in the Plan.~~

45. On the Effective Date, Tema contributes its DIP Claims (excluding any DIP Interest that is paid in Cash pursuant to the terms of the Plan) to New Rosehill IntermediateCo in exchange for New Rosehill IntermediateCo Units, and New Rosehill IntermediateCo contributes such DIP Claims to ROC in exchange for Reorganized ROC Units (and such DIP Claims shall be deemed satisfied in full as set forth in ~~Article II.D of~~ the Plan). New Rosehill IntermediateCo is recapitalized in connection therewith and the New Rosehill IntermediateCo LLC Agreement becomes effective. As a result of these transactions, RRI and Tema each will own 8.9% and 91.1%, respectively, of all the New Rosehill IntermediateCo Units.

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6. On the Effective Date and simultaneously with Step 5 above, EIG contributes its DIP Claims (excluding any DIP Interest that is paid in Cash pursuant to the terms of the Plan) to ROC in exchange for Reorganized ROC Units (and such DIP Claims shall be deemed satisfied in full as set forth in the Plan).

7. On the Effective Date and simultaneously with Steps 5 and 6 above, EIG contributes its ROC Secured Note Claims to ROC in exchange for Reorganized ROC in exchange for Reorganized ROC Units. ~~Following~~As a result of these transactions, ROC becomes Reorganized ROC (a new partnership for federal income tax purposes), and EIG and New Rosehill IntermediateCo each will own 83.84% and 16.16%, ~~respectively, respectively,~~ of all of the Reorganized ROC Units.

68. On the Effective Date, RRI undertakes a recapitalization (and becomes Reorganized RRI), with Holders of RRI Series A Preferred Stock receiving 100% of the Reorganized RRI Shares and all other Equity Interests in RRI being cancelled and extinguished.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption, Assumption and Assignment, and Rejection of Executory Contracts and Unexpired Leases.*

On the Effective Date, except as otherwise provided herein, each of the Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed assumed by the applicable Debtor as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code except any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract and Unexpired Lease List (which shall be included in the Plan Supplement) as an Executory Contract or Unexpired Lease designated for rejection, (2) which is the subject of a separate motion or notice to assume, assign, or reject Filed by the Debtors and pending as of the Confirmation Hearing, (3) that previously expired or terminated pursuant to its own terms or (4) that was previously assumed or assigned by any of the Debtors. Any objection

to the assumption, assumption and assignment, or rejection of an Executory Contract or Unexpired Lease, as applicable, must be Filed, served, and actually received by the counsel to the Debtors, counsel to the Consenting Creditors, the clerk of the Bankruptcy Court, and the United States Trustee on or before the deadline to object to confirmation of the Plan as set by the Bankruptcy Court. The Bankruptcy Court shall rule on any such objection at the time of the Confirmation Hearing or such other date and time agreed by the parties or ordered by the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, assumption and assignment, or rejection will be deemed to have assented to such assumption, assumption and assignment, or rejection, as applicable.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the rejection of Executory Contracts and Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List and assumption or, as applicable, assumption and assignment, of all other Executory Contracts and Unexpired Leases, subject to the exceptions noted above, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or prior to the Effective Date, shall be assigned to Reorganized ROC or revest, as applicable, in and be fully enforceable by Reorganized ROC in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the counterparty thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List prior to the Effective Date.

If certain, but not all, of a contract counterparty’s Executory Contracts and/or Unexpired Leases are assumed pursuant to the Plan, the Confirmation Order shall be a determination that such counterparty’s Executory Contracts and/or Unexpired Leases that are being rejected pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and/or Unexpired Leases that are being assumed pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must file a timely objection to the Plan on the grounds that their agreements are integrated and not severable, and any such dispute shall be resolved by the Bankruptcy Court at the Confirmation Hearing (to the extent not resolved by the parties prior to the Confirmation Hearing).

B. *Claims Based on Rejection of Executory Contracts and Unexpired Leases.*

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court

(including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors of further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary. All Allowed Claims arising from the rejection of ROC's Executory Contracts or Unexpired Leases shall be classified as ROC General Unsecured Claims and shall be treated in accordance with Article III.B.12 of the Plan. All Allowed Claims arising from the rejection of RRI's Executory Contracts or Unexpired Leases (except for the TRA Claims) shall be classified as RRI General Unsecured Claims and shall be treated in accordance with Article III.B.3 of the Plan.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

No later than fourteen (14) calendar days before the deadline to object to confirmation of the Plan set by the Court, the Debtors shall provide notices of proposed Cure Claim amounts to the counterparties to such agreements, which shall include a description of the procedures for objecting to the proposed Cure Claim amounts or Reorganized ROC's ability to provide "adequate assurance of future performance thereunder" (within the meaning of section 365 of the Bankruptcy Code). Unless otherwise agreed in writing by the parties in the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Claim amount must be Filed, served, and actually received by the counsel to the Debtors no later than the date and time specified in the notice. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim amount will be deemed to have assented to such assumption or Cure Claim amount. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is added to the Assumed Executory Contracts and Unexpired Leases Schedule after such fourteen-day deadline, a notice of proposed Cure Claim amounts with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof.

The Debtors or Reorganized ROC, as applicable, shall pay Cure Claims, if any, and satisfy all nonmonetary defaults on the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree.

Any Cure Claim shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or Reorganized ROC of the Cure Claim. If there is any dispute regarding any Cure Claim, the ability of Reorganized ROC or any third-party assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of the applicable Cure Claim shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or Reorganized ROC, as applicable, and the counterparty to the Executory Contract or Unexpired

Lease. The Reorganized Debtors also may settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court.

The assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any nonmonetary defaults arising from or triggered by the filing of these Chapter 11 Cases, including defaults of provisions restricting the change in control or ownership interest composition or any bankruptcy-related defaults, arising at any time on or 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, shall be deemed disallowed and expunged as of the latest of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such assumption, (2) the effective date of such assumption and (3) the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

D. Insurance Policies & Indemnification Obligations.

Each of the insurance policies of the Debtors, including all director and officer insurance policies in place as of the Petition Date, are deemed to be and treated as Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies, including all director and officer insurance policies in place as of the Petition Date, *provided*, that the Reorganized Debtors shall not indemnify officers, directors, equity holders, 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.

In addition, after the Effective Date, all current and former officers, directors, agents, or employees who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any D&O Policy (including any “tail” policy) for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in such policies. In addition, after the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Policy (including any “tail policy”) in effect as of the Petition Date.

Notwithstanding anything in the Plan, any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (i) remain in full force and effect, (ii) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (iii) not be limited, reduced or terminated after the Effective Date, and (iv) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, provided, that the Reorganized Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that (a) arise out of or relate to any act or omission that is a criminal act or constitutes intentional fraud, gross negligence, or willful misconduct, or

(b) are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Reorganized Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

E. *Rejection of TRA.*

Notwithstanding anything herein to the contrary, on the Effective Date, the TRA shall be deemed rejected pursuant to section 365(a) of the Bankruptcy Code, and any Claims arising out of such rejection shall be TRA Claims. In full and complete settlement of any and all Claims, rights, or obligations under the TRA, the TRA Claims shall be Allowed in the amount of \$89,258,411 as of the Effective Date, which is in full and complete satisfaction of any TRA Claim or any Claim arising out of the rejection of the TRA.

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

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed or assumed and assigned, as applicable, shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all 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.

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.

G. *Employee Compensation and Benefits.*

1. Compensation and Benefit Programs.

Subject to the provisions of the Plan, all Compensation and Benefits Programs shall be treated as Executory Contracts under the Plan and deemed assumed and assigned to Reorganized ROC on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, except for:

- (a) all employee equity or equity-based incentive plans, and any provisions set forth in the Compensation and Benefits Program that provide for rights to acquire Existing Equity Interests in any of the Debtors;
- (b) Compensation and Benefits Programs for the Debtors' executive officers, unless the Debtors, with the consent of the Required Secured Noteholders, determine to assume such Compensation and Benefits Programs, including any amendments or modifications thereto, which shall be disclosed in the Plan Supplement;

- (c) Compensation and Benefits Programs that have been rejected pursuant to an order of a Bankruptcy Court; and
- (d) Compensation and Benefits Programs that, as of the entry of the Confirmation Order, have been specifically waived by the beneficiaries of any employee benefit plan or contract.

No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption and assignment. In the event any amount owed under the Compensation and Benefit Programs became due prior to or during the Chapter 11 Cases and has not been paid in full, it shall be paid in full on the Effective Date or as soon as practicable thereafter.

2. Workers' Compensation Programs.

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable workers' compensation laws in states in which the Debtors or Reorganized Debtors operate; and (b) the Debtors' written contracts, agreements, agreements of indemnity, self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation and workers' compensation insurance. On the Effective Date, all Proofs of Claim on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs, and plans; provided further that nothing herein shall be deemed to impose any obligations on the Debtors or Reorganized Debtors in addition to what is provided for under applicable state law.

H. *Reservation of Rights.*

Nothing contained in the Plan, including identification in the Rejected Executory Contract and Unexpired Lease List, shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease subject to assumption or rejection pursuant to section 365(a) of the Bankruptcy Code, or that any of the Reorganized Debtors has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, if necessary.

I. *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, unless such deadline(s) have expired.

J. *Contracts and Leases Entered Into After the Petition Date.*

Contracts and leases entered into after the Petition Date by any Debtor shall be deemed assumed or assumed and assigned by such Debtor in accordance with the Plan.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Disbursing Agent.*

All distributions under the Plan shall be made by the Disbursing Agent on or after the Effective Date, except as otherwise provided in the Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

B. *Rights and Powers of Disbursing Agent.*

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary or appropriate to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

C. *Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date: (i) at the address for each such Holder as indicated on such Holder's Proof of Claim, (ii) to a different address and to another party if the Disbursing Agent is so directed in writing by a Holder of an Allowed Claim, or (iii) if no Proof of Claim has been filed, as reflected in the Debtors' books and records as of the date of

any such distribution; provided that the manner of such distributions shall be determined at the sole discretion of the Reorganized Debtors.

2. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder 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; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

D. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent applicable, 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 withholding distributions pending receipt of information necessary or appropriate to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

E. *Allocations.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

F. *No Post-Petition Interest on Unsecured Claims.*

Post-petition interest shall not accrue or be paid on any Unsecured Claims against the Debtors, and no Holder of an Unsecured Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such Unsecured Claim.

G. *Foreign Currency Exchange Rate.*

Except as otherwise provided in a 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 for the applicable currency as published in *The Wall Street Journal, National Edition*, on the Effective Date.

H. *Minimum; De Minimis Distributions.*

No Cash payment of less than \$250 shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

I. *Indefeasible Distributions.*

Any and all distributions made under the Plan shall be indefeasible and not subject to clawback.

J. *Setoffs and Recoupment.*

The Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the Holder of any such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors, as applicable, of any such Claim it may have against the Holder of such Claim.

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

1. Claims Paid by Third Parties.

Subject to the last sentence of this paragraph, 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 a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 calendar days 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. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the federal judgment rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance Carriers.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurer's agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided that* the Debtors shall provide 21 calendar days' notice to the Holder of such Claim prior to any disallowance of such Claim during which period the Holder may object to such disallowance, and if the parties cannot reach an agreed resolution, the matter shall be decided by the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan (including Article VIII of the Plan) shall constitute or be deemed a waiver of any Cause of Action that the Debtors, their Estates or any Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

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

A. *Disputed Claims Process.*

There is no requirement to file a Proof of Claim (or move the Bankruptcy Court for allowance) to have a Claim Allowed for the purposes of the Plan, except as provided in Article V.B of the Plan. On and after the Effective Date, except as otherwise provided in this Plan, all Allowed Claims shall be satisfied in the ordinary course of business of the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a Claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. If the Debtors or Reorganized Debtors dispute any Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced; *provided* that the Debtors or Reorganized Debtors may elect, at their sole option, to object to any Claim (other than Claims expressly Allowed by this Plan) and to have the validity or amount of any Claim adjudicated by the Bankruptcy Court; *provided further* that Holders of Claims may elect to resolve the validity or amount of any Claim in the Bankruptcy Court. If a Holder makes such an election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been filed. All Proofs of Claim Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Except as otherwise provided herein, all Proofs of Claim Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Reorganized Debtors, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

B. *Allowance of Claims.*

After the Effective Date, except as otherwise expressly set forth herein, the Reorganized Debtors shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law.

C. *Claims Administration Responsibilities.*

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.O of the Plan.

D. *Estimation of Claims and Interests.*

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

E. *Adjustment of Claims or Interests without Objection.*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

F. *Disallowance of Claims or Interests.*

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors or the Reorganized

Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

G. *No Distributions Pending Allowance.*

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest; *provided* that if only a partial amount of an otherwise valid Claim or Interest is Disputed, such Claim or Interest shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount.

H. *Distributions After Allowance.*

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

ARTICLE VIII.

SETTLEMENT, 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, the Exit RBL Debt Documents or in any other contract, instrument, or other agreement or document created or entered into pursuant to the Plan, 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 (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, or whether asserted or unasserted, 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 liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, 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 sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt

or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

B. *Release of Liens.*

Except for Liens granted pursuant to the Exit RBL Debt Documents or as otherwise provided in the Plan or the Confirmation Order, on the Effective Date and concurrently with the applicable distributions made to Secured Claims pursuant to the Plan, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Except for Liens granted pursuant to the Exit RBL Debt Documents, any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors or Exit RBL Credit Agreement Agent to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

Except for Liens granted pursuant to the Exit RBL Debt Documents, to the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors, the Reorganized Debtors, or Exit RBL Credit Agreement Agent that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. *Releases by the Debtors.*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party (except any Entity that is a Released Party solely as a result of being a Releasing Party) is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, the Reorganized Debtors,

their Estates, and any person seeking to exercise the rights of the Debtors or their Estates, including any successors to the Debtors or any Estates representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, including any derivative claims asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or noncontingent, in law, equity, contract, tort or otherwise, that the Debtors, the Reorganized Debtors, or their Estates, including any successors to the Debtors or any Estates representative appointed or selected pursuant to section 1123(b) of the Bankruptcy Code, 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 other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part:

1. the Debtors (including the capital structure, management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions between or among the Debtors, the ROC Revolving Credit Agreement, the Note Purchase Agreement, the TRA, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Exit RBL Debt Documents, or the Plan (including, for the avoidance of doubt, the Plan Supplement);

2. any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Exit RBL Debt Documents, the Plan, or the Plan Supplement, before or during the Chapter 11 Cases;

3. the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Disclosure Statement or the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or

4. any related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date, including all Avoidance Actions or other relief obtained by the Debtors in the Chapter 11 Cases.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit RBL Debt Documents, or any Claim or obligation arising under the Plan, ~~or~~ (ii) the rights of any Holder of Allowed Claims or Allowed Interests to receive distributions under the Plan, or (iii) any Claims or Causes of Action of the Debtors, the Reorganized Debtors, or their Estates against any Entity that is a Released Party solely as a result of being a Releasing Party.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing releases by the Debtors, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the foregoing releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the foregoing Debtor release; (c) in the best interests of the Debtors and their Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the foregoing releases.

D. *Releases by the Releasing Parties.*

Except as otherwise expressly set forth in this Plan or the Confirmation Order, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity 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 other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part:

1. the Debtors (including the capital structure, management, ownership, or operation thereof), the business or contractual arrangement between the Debtors and any Released Party, any Securities issued by the Debtors and the ownership thereof, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or

out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions between or among the Debtors, the ROC Revolving Credit Agreement, the Note Purchase Agreement, the TRA, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Exit RBL Debt Documents, or the Plan (including, for the avoidance of doubt, the Plan Supplement);

2. any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Exit RBL Debt Documents, the Plan, or the Plan Supplement, before or during the Chapter 11 Cases;

3. the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Disclosure Statement or the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; or

4. any related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date, including all Avoidance Actions or other relief obtained by the Debtors in the Chapter 11 Cases.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations not related to the Restructuring Transactions (except as may be expressly amended or modified by the Plan and the Exit RBL Debt Documents, or any other financing document under and as defined therein), (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or any agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit RBL Debt Documents, or any Claim or obligation arising under the Plan, ~~or~~ (iii) the rights of Holders of Allowed Claims or Allowed Interests to receive distributions under the Plan, or (iv) any Claims or Causes of Action of the Debtors, the Reorganized Debtors, or their Estates against any Entity that is a Released Party solely as a result of being a Releasing Party.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing third-party 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 foregoing third-party release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for a substantial contribution and for the good and valuable consideration provided by the

Released Parties that is important to the success of the Plan; (d) a good faith settlement and compromise of the Claims released by the foregoing third-party release; (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 foregoing third-party release.

E. *Exculpation.*

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party shall be released and exculpated from any Claims and 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, filing, or termination of the Restructuring Support Agreement and related prepetition transactions (including the ROC Revolving Credit Agreement, the Note Purchase Agreement, and the TRA), the Disclosure Statement, the Plan, the DIP Facility, the Exit RBL Debt Documents, the Plan Supplement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), including any document created or entered into before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Exculpated Parties and other parties set forth above have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws 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.

F. *Injunction.*

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations or distributions issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold the Released Claims are

permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, 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 Released Claims; (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 Released Claims; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property of such Entities on account of or in connection with or with respect to any Released Claims; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any Released Claims unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; 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 Released Claims released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.F.

G. *Protections Against Discriminatory Treatment.*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including 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, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has 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.

H. *Setoffs.*

Except as otherwise expressly provided for in the Plan, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, 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 such Debtor or 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*, that 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 such Debtor or Reorganized Debtors of any such claims, rights, and Causes of Action that such Debtor or Reorganized Debtors may possess against such Holder.

I. *Recoupment.*

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless (1) such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date or (2) such Claim is Reinstated under the Plan.

J. *Subordination Rights.*

The classification and treatment of all Claims and Interests under the Plan shall conform to and with the respective contractual, legal, and equitable subordination rights of such Claims and Interests, and, subject to the provisions of Article III.H of the Plan, any such subordination rights shall be settled, compromised, and released pursuant to the Plan.

K. *Document Retention.*

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE IX.
EFFECT OF CONFIRMATION OF THE PLAN

Upon entry of the Confirmation Order, the Bankruptcy Court shall be deemed to have made and issued pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, the Confirmation Order Findings of Fact and Conclusions of Law. Upon entry of the Confirmation Order, the Confirmation Order Findings of Fact and Conclusions of Law shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Plan shall constitute conclusions of law even if they are stated as findings of fact.

ARTICLE X.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. *Conditions Precedent to the Confirmation Date.*

It shall be a condition to the Confirmation Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article X.C of the Plan:

1. The Disclosure Statement shall have been approved by the Bankruptcy Court as containing adequate information under section 1125 of the Bankruptcy Code;

2. All documents to be provided in the Plan Supplement have been filed with the Bankruptcy Court and the Consenting Creditor Consent Right has been satisfied with respect to such documents; and

3. The Bankruptcy Court shall have entered the Confirmation Order, and the Consenting Creditor Consent Right has been satisfied with respect to the Confirmation Order.

B. *Conditions Precedent to the Effective Date.*

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article X.C of the Plan:

1. the Consenting Creditor Consent Right shall have been satisfied with respect to all Restructuring Documents;

2. the Confirmation Order shall have been entered by the Bankruptcy Court, is in full force and effect, and not be subject to any stay or injunction, and the Consenting Creditor Consent Right shall have been satisfied with respect to the Confirmation Order;

3. all actions, documents, Certificates, and agreements necessary or appropriate to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed or deemed executed and delivered, and all applicable waiting periods will have expired, as the case may be, to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

4. the Debtors shall have obtained all material authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;

5. all conditions precedent to the issuance of the New Equity Interests, other than any conditions related to the occurrence of the Effective Date, shall have occurred and the New Equity Interests shall have been issued;

6. the Exit RBL Debt Documents shall have been executed and delivered by all of the Entities that are party thereto, all conditions precedent to the effectiveness of the Exit RBL Credit Agreement (other than any conditions related to the occurrence of the Effective Date) shall have been satisfied or waived in accordance with the terms thereof, and the Consenting Creditor Consent Right shall have been satisfied with respect to the Exit RBL Debt Documents;

7. the Restructuring Support Agreement shall not have validly terminated as to all parties thereto and shall be in full force and effect and shall not be the subject of a pending motion to reject;

8. all unpaid Consenting Creditor Expenses (except any Consenting Tema Restructuring Expenses if there is not sufficient Cash pursuant to Article II.E) have been paid in full;

9. there shall be no ruling, judgment or order issued by any Governmental Unit making illegal, enjoining, or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment or order has been stayed, reversed or vacated within three (3) Business Days after such issuance; and

10. the Debtors shall have otherwise substantially consummated the applicable Restructuring Transactions, and all transactions contemplated herein, in a manner consistent in all respects with the Restructuring Support Agreement and Plan.

C. *Waiver of Conditions.*

The conditions set forth in Article X.A and X.B of the Plan may be waived only by written consent of the Debtors and the Required Consenting Creditors. Such waiver may be effectuated without notice to or entry of an order of the Bankruptcy Court and without notice to any other parties in interest.

D. *Effect of Failure of Conditions.*

If the Effective Date does not occur on or before the termination of the Restructuring Support Agreement with respect to all parties thereto, then: (a) the Plan will be null and void in all respects; (b) nothing contained in the Plan, the Disclosure Statement, or the Restructuring Support Agreement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity; (ii) prejudice in any manner the rights of any Debtor or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. *Modification and Amendments.*

Except as otherwise provided in the Plan and subject to the Consenting Creditor Consent Right, the Debtors reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code, including but not limited to reclassifying Claims or Interests if required by the Bankruptcy Court. Such modification may be material or immaterial, and may include material modifications to the economic terms of the Plan, *provided, however*, that any such material modification to the economic terms of the Plan may only be made subject to the consent of the Required Consenting Creditors. Further, subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, each of the Debtors expressly reserves its respective rights to exercise its reasonable discretion to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary or appropriate 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, in such matters as may be necessary or appropriate to carry out the purposes and intent of the Plan. Any such revocation, withdrawal, alteration, amendment, modification, or supplement contemplated by this paragraph shall be

subject to the Consenting Creditor Consent Right. Additionally, any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XI of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof made in accordance with Article XI of the Plan 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 Plan.

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption, assignment, or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed or deemed executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims, Interests or Causes of Action; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity, including with respect to substantive consolidation and similar arguments.

ARTICLE XII. 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 exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code to the extent provided under applicable law, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, 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 or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, 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, assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease

that is assumed or assumed and assigned; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. 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;

6. 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;

7. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan, including with respect to the discharge, releases, injunctions and other provisions set forth in the Plan;

8. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, or the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

9. enter an order or final decree concluding or closing the Chapter 11 Cases;

10. 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;

11. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

12. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed or deemed executed in connection with the Plan; *provided, however*, that disputes with respect to the Exit RBL Debt Documents and the New Organizational Documents that are not related to the Plan shall otherwise be governed by the jurisdictional, forum selection or dispute resolution clause contained in such document; and

13. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII of the Plan, regardless of whether such termination occurred prior to or after the Effective Date;

14. enforce all orders previously entered by the Bankruptcy Court; and

15. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XII to the contrary, the Exit RBL Debt Documents and the New Organizational Documents shall be governed by the jurisdictional provisions contained therein.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect.*

Subject to Article X of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, as of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether the Holders of such Claims or Interests, as applicable, 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, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. *Additional Documents.*

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents, which agreements and other documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Creditors, as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims 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. *Payment of Statutory Fees.*

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) on the Effective Date, and following the Effective Date, the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof). Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

D. *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. None of the Filing of the Plan, any

statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

E. *Holders of Working and Similar Interests.*

The legal and equitable rights, interests, defenses, and obligations of lessors under the Debtors' oil and gas leases and holders of certain other mineral interests related to the Debtors' oil and gas properties, owners of non-operating working interests in the Debtors' oil and gas properties, counterparties to the Debtors' joint operating agreements, and Holders of undisputed Claims related to join-interest billings and other similar working interests shall not be impaired in any manner by the provisions of this Plan, and nothing in this Plan shall impair the related legal and equitable rights, interests, defenses, or obligations of the Debtors or the Reorganized Debtors. To the extent applicable, such Claims or Interests shall be Reinstated pursuant to this Plan.

F. *Successors and Assigns.*

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

G. *Distributions Limited to Allowed Claims.*

No distribution shall be made under this Plan on account of or in relation to Claims that are not Allowed.

H. *Notices.*

All notices, requests, and demands to or upon the Debtors or the Consenting Creditors to be effective shall be in writing (including by facsimile or electronic transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Rosehill Resources Inc., et al.
16200 Park Row, Suite 300
Houston, TX 77084
Attn: Craig Owen, Jennifer Johnson
Email: cowen@rosehillres.com, jjohnson@rosehillres.com

with copies to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
Attn: David M. Feldman, Matthew K. Kelsey, and Dylan S. Cassidy
Email: DFeldman@gibsondunn.com, MKelsey@gibsondunn.com, and
DCassidy@gibsondunn.com

2. if to the ROC Revolving Credit Agreement Agent or a Consenting Revolving Credit Agreement Lender, to:

JPMorgan Chase Bank, N.A.
712 Main St., Fl 5
Houston, Texas 77002
Attention: Darren Vanek
E-mail address: Darren.m.vanek@jpmorgan.com

with copies (which shall not constitute notice) to:

Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Attention: Jason Cohen
E-mail address: jason.cohen@bracewell.com

and

White & Case LLP
609 Main Street, Suite 2900
Houston, Texas 77002
Attention: Mark D. Holmes
E-mail address: mark.holmes@whitecase.com

3. if to a Consenting Secured Noteholder, to:

EIG Management Company, LLC
Three Allen Center
333 Clay Street
Suite 3500
Houston, TX 77002
Attention: Richard K. Punches, Clay Taylor
E-mail addresses: richard.punches@eigpartners.com, clay.taylor@eigpartners.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60154
Attention: Chad J. Husnick, Mary Kogut Brawley, Christopher S. Koenig
E-mail addresses: chusnick@kirkland.com, mbrawley@kirkland.com,
chris.koenig@kirkland.com

4. if to Tema, to:

Tema Oil and Gas Company
100 Light Street
25th floor
Baltimore, MD 21202
Attention: Frank Rosenberg and Andrew Lapayowker
E-mail address: frosenberg@rosemoreinc.com and
alapayowker@rosemoreinc.com

with copies (which shall not constitute notice) to:

McDermott Will & Emery LLP
Avenue of the Americas, Suite 4500
Miami, Florida 33131
Attention: Fred Levenson, Michal Boykins, and James Kapp
Email address: flevenson@mwe.com, mboykins@mwe.com, and
jkapp@mwe.com

After the Effective Date, the Reorganized Debtors shall have authority to send a notice to Entities providing that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

I. *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 sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant 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.

J. *Entire Agreement.*

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

K. *Exhibits.*

All exhibits and documents included in 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://dm.epiq11.com/rosehill>. 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.

L. *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 shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. To the extent that one of the individual Debtor's chapter 11 plans is found to be unconfirmable, the Debtors (subject to the terms of the Restructuring Support Agreement) may sever such Debtor from this Plan and seek confirmation of this Plan. Notwithstanding any such holding, alteration, interpretation or severance, 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, interpretation or severance. 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: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

M. *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 sections 1125(e) and (g) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, 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 any previous 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 and any previous plan.

N. *Closing of Chapter 11 Cases.*

On and after the Effective Date, the Debtors or Reorganized Debtors shall be permitted to close the Chapter 11 Case of ROC, and all contested matters relating to any of the Debtors, including objections to Claims, shall be administered and heard in the Chapter 11 Case of RRI, irrespective of whether such Claim(s) were Filed against ROC or RRI.

When all Disputed Claims have become Allowed or disallowed and all distributions have been made in accordance with the Plan, the Reorganized Debtors shall seek authority to close the Chapter 11 Case of RRI in accordance with the Bankruptcy Code and the Bankruptcy Rules.

O. *Waiver or Estoppel.*

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

Dated: ~~July 24~~August 14, 2020

Respectfully submitted,

ROSEHILL RESOURCES INC.
on behalf of itself and Rosehill Operating
Company, LLC

/s/ R. Craig Owen

R. Craig Owen
Senior Vice President & Chief Financial Officer
Rosehill Resources Inc.

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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

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Document 1 ID	netdocuments://4823-8880-3267/4
Description	Rosehill - Chapter 11 Plan
Document 2 ID	netdocuments://4826-8116-1160/1
Description	Rosehill - Chapter 11 Plan (Modified as of 8_14)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
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Padding cell	

Statistics:	
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Insertions	53
Deletions	39
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	98