IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TRIANGLE PETROLEUM CORPORATION, Debtor.[1]	Chapter 11 Case No. 19-_____ (___)

DISCLOSURE STATEMENT FOR THE CHAPTER 11 PLAN OF REORGANIZATION OF TRIANGLE PETROLEUM CORPORATION

Dated: May 7, 2019

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THE DEBTOR INTENDS TO REQUEST THAT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE "BANKRUPTCY COURT") SCHEDULE A HEARING TO APPROVE THIS DISCLOSURE STATEMENT AND CONFIRM THE ASSOCIATED PLAN OF REORGANIZATION NOT LATER THAN JUNE 14, 2019, AND TO ESTABLISH JUNE 7, 2019 AT 4:00 P.M. (PREVAILING EASTERN TIME), AS THE DATE BY WHICH OBJECTIONS, IF ANY, TO THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN OF REORGANIZATION MUST BE FILED WITH THE BANKRUPTCY COURT AND SERVED ON THE DEBTOR. SEE ARTICLES III.A. AND VI.A-B. FOR THE ANTICIPATED TIMETABLE FOR THE CHAPTER 11 CASE, AND PROCESS AND TIMING TO FILE OBJECTIONS.

[1] The last four digits of the Debtor's taxpayer identification number are 0762. The Debtor's mailing address is 100 Fillmore Street, 5th Floor, Denver, Colorado 80206.

THE SOLICITATION OF VOTES (THE "SOLICITATION") IS BEING COMMENCED TO OBTAIN ACCEPTANCES OF THE PLAN (AS DEFINED BELOW) BEFORE THE FILING OF THE VOLUNTARY CASE (THE "CHAPTER 11 CASE") UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE "BANKRUPTCY CODE"). BECAUSE THE CHAPTER 11 CASE HAS NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT, AS OF THE DATE HEREOF, BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASE, THE DEBTOR EXPECTS TO PROMPTLY SEEK (I) BANKRUPTCY COURT APPROVAL OF (A) THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, AND (B) THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE, AND (II) CONFIRMATION OF THE PLAN.

DISCLOSURE STATEMENT, DATED MAY 7, 2019

Solicitation of Votes on the Plan of Reorganization of

TRIANGLE PETROLEUM CORPORATION

FROM THE HOLDER OF THE SECURED NOTE CLAIM

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 10:00 P.M., PREVAILING EASTERN TIME ON MAY 7, 2019, UNLESS EXTENDED BY THE DEBTOR.

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS MAY 7, 2019 (THE "VOTING RECORD DATE").

THE DEBTOR INTENDS TO REQUEST THAT THE BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE SCHEDULE A HEARING TO APPROVE THIS DISCLOSURE STATEMENT AND CONFIRM THE ASSOCIATED PLAN OF REORGANIZATION NOT LATER THAN JUNE 14, 2019, AND TO ESTABLISH JUNE 7, 2019 AT 4:00 P.M. (PREVAILING EASTERN TIME) AS THE DATE BY WHICH OBJECTIONS, IF ANY, TO THE ADEQUACY OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN OF REORGANIZATION MUST BE FILED WITH THE BANKRUPTCY COURT AND SERVED ON THE PARTIES SET FORTH IN ARTICLE VI.B OF THIS DISCLOSURE STATEMENT.

RECOMMENDATION BY THE DEBTOR

Triangle Petroleum Corporation ("TPC"), as the proposed Debtor, recommends that all creditors whose votes are being solicited submit ballots to accept the Plan.

THIS DISCLOSURE STATEMENT IS BEING FURNISHED TO J.P. MORGAN SECURITIES, LLC, AS HOLDER OF THE SECURED NOTE CLAIM. THE DEBTOR RESERVES THE RIGHT TO AMEND THIS DISCLOSURE STATEMENT WITH RESPECT TO ANY INDIVIDUAL RECIPIENT. THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITIES OFFERED HEREBY BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER OR SOLICITATION.

IF YOU ARE THE HOLDER OF THE SECURED NOTE CLAIM, YOU HAVE RECEIVED THIS DISCLOSURE STATEMENT, THE BALLOT AND THE OTHER ENCLOSED MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN.

EACH PERSON RECEIVING THIS DISCLOSURE STATEMENT ACKNOWLEDGES THAT (I) SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND REVIEW, AND HAS RECEIVED, ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF, OR TO SUPPLEMENT, THE INFORMATION CONTAINED HEREIN, (II) SUCH PERSON HAS NOT RELIED ON ANY OTHER PERSON IN CONNECTION WITH ANY INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION AND (III) NO OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION CONCERNING THE DEBTOR OR THE NEW COMMON STOCK AND, IF GIVEN OR MADE, ANY SUCH OTHER INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTOR.

NONE OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("SEC"), ANY OTHER SECURITIES COMMISSION, INCLUDING ANY STATE SECURITIES COMMISSION, OR ANY OTHER COURT OR REGULATORY AUTHORITY HAS APPROVED, DISAPPROVED OR RECOMMENDED THE PLAN OR THE NEW COMMON STOCK, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE PLAN OR THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING PROJECTED FINANCIAL INFORMATION, MAY CONSTITUTE "FORWARD-LOOKING STATEMENTS" AND ARE BASED ON ESTIMATES AND ASSUMPTIONS. ANY STATEMENTS THAT REFER TO EXPECTATIONS OR OTHER CHARACTERIZATION OF FUTURE EVENTS, CIRCUMSTANCES OR RESULTS ARE FORWARD-LOOKING STATEMENTS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED

UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHER, YOU ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ON ASSUMPTIONS THAT ARE BELIEVED TO BE REASONABLE, BUT ARE SUBJECT TO A WIDE RANGE OF RISKS IDENTIFIED IN THIS DISCLOSURE STATEMENT, INCLUDING THOSE SET FORTH UNDER THE HEADING "RISK FACTORS" IN ARTICLE IX OF THIS DISCLOSURE STATEMENT. THESE FACTORS SHOULD BE CONSIDERED CAREFULLY AND READERS SHOULD NOT PLACE UNDUE RELIANCE ON THE FORWARD-LOOKING STATEMENTS. DUE TO THESE UNCERTAINTIES, READERS CANNOT BE ASSURED THAT ANY FORWARD-LOOKING STATEMENTS WILL PROVE TO BE CORRECT. THE DEBTOR IS UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIMS ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

IN MAKING A DECISION IN CONNECTION WITH THE PLAN, YOU MUST RELY ON YOUR OWN EXAMINATION OF THE DEBTOR'S BUSINESS AND THE TERMS OF THE PLAN, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. YOU SHOULD CONSULT WITH YOUR OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS DISCLOSURE STATEMENT, THE PLAN AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED HEREBY.

HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS WILL NOT BE IMPAIRED BY THE PLAN AND, AS A RESULT, THE RIGHT OF SUCH HOLDERS TO RECEIVE PAYMENT IN FULL ON ACCOUNT OF EXISTING OBLIGATIONS IS NOT ALTERED BY THE PLAN.

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN. THE DEBTOR HAS NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THIS DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. NEITHER THIS DISCLOSURE STATEMENT'S DISTRIBUTION NOR THE PLAN'S CONSUMMATION WILL, UNDER ANY CIRCUMSTANCE, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME AFTER THE DATE HEREOF. THE TERMS OF THE PLAN GOVERN IN THE

EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THIS DISCLOSURE STATEMENT.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE. IN ANY CONTESTED MATTER OR ADVERSARY PROCEEDING, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY, BUT SHALL BE DEEMED A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN, AND, FOR THE AVOIDANCE OF DOUBT, CAPITALIZED TERMS USED IN ANY SUCH EXHIBIT BUT NOT DEFINED THEREIN HAVE THE RESPECTIVE MEANINGS ASCRIBED TO THEM HEREIN.

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DISCLOSURE STATEMENT EXHIBITS

I.
SUMMARY

This Disclosure Statement (as may be amended, supplemented or otherwise modified from time to time, this "**Disclosure Statement**") is being provided to Holders of Claims entitled to vote on the Plan to provide them with information regarding the Debtor and the proposed Restructuring Transactions to assist them in making a decision regarding whether or not to vote in favor of the *Chapter 11 Plan of Reorganization of Triangle Petroleum Corporation* (as may be amended, supplemented or otherwise modified from time to time, the "**Plan**"), a copy of which is attached as **Exhibit A**. Unless otherwise noted, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Plan. All summaries herein are qualified by reference to the actual terms of the Plan.

The Debtor hereby transmits this Disclosure Statement for use in the solicitation of the Holder of the Secured Note Claim, respectively, to vote to accept the Plan. Upon receipt of votes in favor of the Plan from the Holder of the Secured Note Claim, the Debtor will commence the Chapter 11 Case. **Following commencement of the Chapter 11 Case, the Debtor will seek confirmation of the Plan on June 14, 2019, or as soon as practicable thereafter**. Please reference the proposed timeline in Article III.A for the proposed schedule for the Chapter 11 Case.

The Debtor's Corporate and Capital Structure

The Debtor is a holding company in a corporate enterprise that consists of a joint venture investment in a midstream services company, Caliber Midstream Holdings, L.P., a Delaware limited partnership ("**Caliber Holdings**" and, together with its subsidiaries, "**Caliber**"), and the leasing of commercial and multi-unit residential buildings in North Dakota through a wholly-owned subsidiary, Bakken Real Estate Development, LLC ("**Bakken Real Estate**"). For a further description of TPC's history and operations see Article II and for an organization chart see **Exhibit B**. TPC's operations are conducted through wholly-owned non-debtor subsidiaries of the Debtor (the "**Non-Debtor Subsidiaries**") and other affiliated non-debtor entities, which hold substantially all of TPC's assets. The Debtor has one employee, few trade creditors, no material assets other than two bank accounts,[2] federal net operating loss carryovers, and equity interests in the Non-Debtor Subsidiaries.

As of the Petition Date, TPC owes approximately $169.1 million in funded secured debt. As described in greater detail below, TPC's secured debt obligations include: (i) $2 million in principal amount outstanding under the Term Loan Agreement to JPMorgan Chase Bank, N.A. ("**JPMC**"), and (ii) approximately $167.1 million in principal amount outstanding under the Secured Note (as defined below) issued to J.P. Morgan Securities, LLC ("**JPMS**").[3]

[2] As of May 7, 2019, the Debtor had approximately $2.8 million of cash on hand in its bank accounts.

[3] In addition, Caliber has indebtedness secured by its assets, and Bakken Real Estate's commercial and residential properties are secured by bank mortgages on the properties. However, Triangle is not an obligor or guarantor of such debt.

The Restructuring

On or about November 1, 2016, TPC retained Paul, Weiss, Rifkind, Wharton & Garrison LLP ("**Paul, Weiss**") as its legal advisors in connection with TPC's exploration of strategic alternatives. As discussed in further detail below, during the summer of 2017, TPC began negotiations with NGP Triangle Holdings, LLC ("**NGP**"), the holder of a 5.0% convertible promissory note (the "**Convertible Note**") issued by TPC in July 2012 with an initial principal amount of $120.0 million, regarding a potential restructuring or recapitalization transaction.

On or about May 23, 2017, TPC retained Development Specialists, Inc. ("**DSI**"), as its financial advisors and appointed Bradley Sharp as TPC's Chief Restructuring Officer. And as described in further detail below, TPC consented to the transfer of the Convertible Note to JPMS on October 19, 2017, and TPC and JPMS entered into a forbearance agreement (the "**Forbearance Agreement**") pursuant to which JPMS agreed to forbear until October 19, 2018 from exercising rights and remedies with respect to the Event of Default that had occurred under the terms of the Convertible Note. Thereafter, TPC and JPMS began discussions regarding a potential consensual restructuring or recapitalization transaction while simultaneously engaging in various efforts to reduce operating costs and conserve liquidity.

Throughout the spring and summer of 2018, TPC continued operating its remaining businesses and maintained discussions with JPMS. As TPC encountered liquidity constraints and the expiration of the Forbearance Agreement approached, TPC entered into the Term Loan Agreement with JPMC, a new money loan that is secured by a first priority lien by substantially all of the assets of TPC, Triangle Real Estate Properties, LLC, a Colorado limited liability company ("**Triangle Real Estate**"), and Triangle Caliber Holdings, LLC, a Delaware limited liability company ("**Triangle Caliber Holdings**"). TPC and JPMS also agreed to amend and restate the Convertible Note (the "**Secured Note**"), pursuant to which TPC granted JPMS a second lien on substantially all of its assets. TPC and JPMS also agreed to extend the Forbearance Agreement to May 19, 2019. Thereafter, on or about March 13, 2019, TPC retained Young Conaway Stargatt & Taylor, LLP ("**YCST**"), as co-counsel to TPC. Then, in the spring of 2019, the JPM Parties and TPC ultimately agreed on a restructuring transaction (the "**Restructuring**") that would provide for the restructuring of TPC's balance sheet as follows:

1. On TPC's emergence from chapter 11, the Allowed Term Loan Claim held by JPMC will be converted into the Exit Facility on the terms described in the Plan.

2. JPMS, as Holder of the Allowed Secured Note Claim, will receive 100% of the New Common Stock in the Reorganized Debtor.

3. All General Unsecured Claims and Other Secured Claims against the Debtor shall be Unimpaired and shall be paid in full in cash, paid or disputed in the ordinary course of business and in accordance with applicable law as if the Chapter 11 Case had not been commenced.

4. Holders of Equity Interests and Section 510(b) Claims will not receive any recovery under the Plan.

As described above, the Plan will implement the Restructuring. Among other things, the Plan contemplates the following:

- The Amended By-Laws and Amended Certificate of Incorporation will become effective and be deemed to amend and restate TPC's existing certificate of incorporation and by-laws.

- The New Board will be selected by JPMS, in its capacity as Holder of the Allowed Secured Note Claim, and holder of 100% of the New Common Stock, in accordance with the Amended By-Laws and Amended Certificate of Incorporation, effective as of the Effective Date.

- The Plan will provide for customary releases of specified Claims held by the Debtor and the JPM Parties and certain other specified parties against one another and for customary exculpations and injunctions.

The following table summarizes, assuming an Effective Date of June 21, 2019, (i) the treatment of Claims and Equity Interests under the Plan, (ii) which Classes are Impaired by the Plan, (iii) which Class is entitled to vote on the Plan, (iv) the estimated recoveries for Holders of Claims and Equity Interests in each Class to the extent such recovery can be estimated and (v) the estimated amount of Allowed Claims for each Class of Claims. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of other terms and provisions of the Plan, see Article IV of this Disclosure Statement.

Class	Claim or Equity Interest	Treatment	Status	Voting Rights	Approx. Percentage Recovery	Estimated Amount of Allowed Claims or Interests
1	Term Loan Claim	The Allowed Term Loan Claim will be converted into and deemed to be obligations under the Exit Facility Credit Agreement.	Unimpaired	Deemed to Accept	100%	$2,000,000
2	Secured Note Claim	JPMS will receive 100% of the New Common Stock to be issued by the Reorganized Debtor.	Impaired	Entitled to Vote	36–43%	$167,130,687.38
3	Other Secured Claims	Each Other Secured Claim shall be (i) paid in full in Cash, (ii) Unimpaired and Reinstated or (iii) treated on such other terms as either the Debtor or the Reorganized Debtor, as applicable, and the Holder(s) thereof may agree.	Unimpaired	Deemed to Accept	100%	Undetermined[4]
4	General Unsecured Claims	General Unsecured Claims are Unimpaired by this Plan. Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, (A) payment in Cash in an amount equal to such Allowed General Unsecured Claim on the later of (x) the Effective Date or (y) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Unsecured Claim; or (B) such other treatment as may be required so as to render such Allowed General Unsecured Claim Unimpaired.	Unimpaired	Deemed to Accept	100%	Undetermined
5	Equity Interests & Section 510(b) Claims	All Equity Interests and Section 510(b) Claims shall be cancelled, and Holders of Equity Interests and Section 510(b) Claims shall receive no recovery under the Plan.	Impaired	Deemed to Reject	0%	N/A

[4] The Debtor is not aware of any Claims in Class 3 but anticipates that such Claims will be satisfied in full in accordance with the Plan if any Claims exist.

THE DEBTOR BELIEVES THAT THE COMPROMISE CONTEMPLATED UNDER THE PLAN IS FAIR AND EQUITABLE, WILL MAXIMIZE THE VALUE OF THE DEBTOR'S ESTATE, AND PROVIDES THE BEST RECOVERY TO CLAIM HOLDERS.

FOR THESE REASONS AND OTHERS DESCRIBED HEREIN, THE DEBTOR URGES THE HOLDER OF THE ALLOWED SECURED NOTE CLAIM TO TIMELY RETURN ITS BALLOT AND TO VOTE TO ACCEPT THE PLAN.

II.
BUSINESS

A. TPC and its Businesses

TPC is an independent energy holding company with a strategic focus in the Williston Basin of North Dakota. TPC's businesses currently consist of its joint venture investment in a midstream services company, Caliber Holdings, and the leasing of commercial and multi-unit residential buildings in North Dakota through a wholly-owned subsidiary, Bakken Real Estate. TPC's corporate headquarters is located at 100 Fillmore St., 5th Floor, Denver, Colorado 80206.

Caliber provides crude oil and natural gas gathering and processing, produced water transportation and disposal, and freshwater sourcing and provides transportation services to third parties in the Williston Basin. TPC holds an approximate 28.3% limited partnership interest in Caliber Holdings, as well as a 50% general partnership interest in Caliber Midstream GP LLC, a Delaware limited liability company ("**Caliber GP**"), the general partner of Caliber Holdings. TPC's joint venture partner in Caliber GP and Caliber Holdings is GEPIF Caliber Holdings, LLC ("**GEPIF**"), an affiliate of BlackRock, Inc. TPC does not receive regular distributions on account of its investment in Caliber.

Bakken Real Estate leases its commercial and multi-unit residential buildings to a third party pursuant to four (4) lease agreements. The two commercial building leases expire in August 2024 and August 2034, respectively. The multi-unit residential building leases expire at the end of August 2019. Absent an extension of the lease terms, Bakken Real Estate intends to seek new tenants for the properties. Bakken Real Estate's aggregate rental income for the fiscal year ended January 31, 2019 was approximately $946,000, net of approximately $807,000 in mortgage payments made in connection with the properties underlying certain of the leases. Bakken Real Estate's rental income currently constitutes the only recurring revenue stream for the Triangle family of companies.

B. History and Events Leading to Chapter 11 Filing

TPC was incorporated in the State of Nevada in 2003 as Peloton Resources Inc. and subsequently changed its name to Triangle Petroleum Corporation in 2005. TPC's common stock was listed and began trading on the NYSE AMEX stock exchange (the predecessor of the NYSE MKT) in November 2010. In November 2012, TPC changed its state of incorporation from Nevada to Delaware.

TPC was initially headquartered in Calgary, Alberta, and concentrated on the acquisition and operation of oil and gas interests in Canada. Following a management change in late 2009, TPC moved its corporate offices to Denver, Colorado, and refocused its business on acquiring non-operating interests in the Williston Basin through its then wholly-owned subsidiary, TUSA. In 2011, TUSA transitioned its focus from non-operating to operating interests in the Williston Basin. Over the next three years, TUSA's business expanded rapidly, bolstered by favorable commodity prices, strong operational performance, and multiple leasehold acquisitions. Concurrently, TPC undertook a number of strategic initiatives to develop a strong platform for long-term growth. Recognizing that the relative lack of established oilfield services and midstream businesses in the Williston Basin presented a significant competitive opportunity, TPC proactively expanded its businesses to include complementary oilfield and midstream services in 2012. The oilfield services were conducted through a then wholly owned subsidiary named RockPile Energy Services, LLC ("**RockPile**"), and the midstream services were conducted through the Caliber joint venture initially entered into with First Reserve Caliber Holdings LLC, the predecessor to GEPIF. Both RockPile and Caliber began their operations by providing services to TUSA before eventually expanding to service third party clients.

In response to the oil and gas boom in North Dakota, and to provide suitable commercial and housing options for TPC's operating subsidiaries and their employees, TPC formed Bakken Real Estate in 2012. Bakken Real Estate subsequently acquired several commercial and multi-unit residential buildings, which were leased to RockPile under long term lease agreements at rates commensurate with the strong rental market.

From 2010 through 2014, TPC engaged in a number of equity offerings and a debt issuance primarily used to finance investments in its operating subsidiaries.

On July 31, 2012, TPC entered into the Convertible Note with NGP. The Convertible Note had no stated maturity date or maintenance covenants and would only be accelerated upon the occurrence of certain events of default, which included the occurrence of a "Fundamental Change," which was defined to include if TPC's common stock "cease[d] to be listed or quoted on any of The New York Stock Exchange, NYSE MKT, The NASDAQ Global Select Market, The NASDAQ Global Market or any other National Securities Exchange or automated quotation system (or any of their respective successors)."

TPC also formed Ranger in 2014 as a fabrication business that specialized in the manufacture and sale of specialized equipment used in the oil and gas exploration and production and midstream industries. Ranger's customers included TUSA and Caliber, among others. TPC also performed various management-related services for its operating subsidiaries, for which it received management fees. TPC also received periodic distributions from certain of its operating subsidiaries as permitted by their respective credit facilities.

Starting in the fall of 2014, commodity prices fell dramatically, with crude oil and natural gas spot prices falling from approximately $105/Bbl and $4.75/MMBtu, respectively, in mid-2014 to approximately $26/Bbl and $1.50/MMBtu, in early 2016. The commodity price downturn had a significant negative impact on the businesses of TPC's operating subsidiaries, as well as many other companies in the oil and gas and related services industries. Despite numerous initiatives to control costs and manage liquidity during the market downturn, the

persistent depressed commodity pricing environment led to a dramatic decrease in revenue for TPC's operating subsidiaries. Deteriorating financial performance also led to significant strain on covenant compliance and financing availability under the subsidiaries' respective credit facilities, which were not guaranteed by TPC.

In early 2016, TPC began discussions regarding a consensual restructuring or recapitalization of TPC and certain of its subsidiaries, which focused primarily on TUSA and Caliber, who had entered into several long-term midstream services agreements. Significant stakeholders at TPC, TUSA, and Caliber were unable to reach agreement on a global solution. Meanwhile, TUSA continued negotiations with the lenders under its senior secured reserve-based credit facility and ultimately drew down the full borrowing availability under that facility. Following a significant downward redetermination of the borrowing base under TUSA's credit facility at the end of April 2016, TUSA's outstanding borrowings under the facility resulted in a borrowing base deficiency of approximately $125 million, which TUSA elected to pay in three equal monthly installments, the first of which was paid at the end of May 2016.

Due to financial and operational difficulties, Ranger ceased operations in early 2016, and its remaining assets were liquidated at auction in March 2016. The auction proceeds were insufficient to satisfy Ranger's debt obligations.

In June 2016, Triangle USA Petroleum Corporation ("**TUSA**") and its subsidiaries (the "**TUSA Debtors**"), as well as Ranger Fabrication, LLC, a Delaware limited liability company, ("**Ranger**") and its subsidiaries (collectively, the "**Ranger Debtors**"), all of which were wholly-owned direct or indirect subsidiaries of TPC at the time, commenced chapter 11 cases in the United States Bankruptcy Court for the District of Delaware. Unlike the TUSA Debtors or the Ranger Debtors, TPC had no imminent debt maturities and was not in default under the Convertible Note. Accordingly, TPC and its Non-Debtor Subsidiaries did not commence chapter 11 cases and continued to operate their businesses in the ordinary course.

In the summer of 2016, RockPile continued to seek covenant relief under its credit facility but was ultimately unsuccessful. As a result and as required by its secured lenders, RockPile engaged PJT Partners LP and conducted a sale and auction process. In September 2016 RockPile sold substantially all of its assets and related liabilities to a third party for a base purchase price of $58 million in cash, which was used to settle RockPile's debt obligations of approximately $112 million under the credit facility. TPC received no proceeds of the sale on account of its equity interest in RockPile, and RockPile was subsequently dissolved.

On March 10, 2017, the United States Bankruptcy Court for the District of Delaware entered an order confirming a chapter 11 plan relating to the TUSA Debtors. On March 24, 2017, the TUSA Debtors' chapter 11 plan went effective, and reorganized TUSA changed its name to Nine Point Energy LLC, a Delaware limited liability company ("**Nine Point**"). As of the Petition Date, the Ranger Debtors' chapter 11 cases remain pending.

Pursuant to the TUSA Debtors' chapter 11 plan, TPC's equity interest in TUSA was cancelled. Shortly thereafter, TPC received a letter from the NYSE MKT stating that TPC was no longer suitable for listing and indicating that the exchange would begin delisting procedures. The NYSE MKT subsequently filed a Form 25 removing TPC from listing on April 6, 2017.

Thereafter, TPC notified NGP that a "Fundamental Change" had occurred under the Convertible Note, following which NGP demanded that TPC repurchase the Convertible Note for the outstanding balance of approximately $154 million on May 17, 2017. TPC did not repay the Convertible Note, which constituted an "Event of Default" thereunder and caused the outstanding balance to become immediately and automatically due and payable in full.

Throughout the summer of 2017, TPC engaged in discussions with NGP regarding a potential consensual restructuring or recapitalization of TPC. In October 2017, NGP transferred the Convertible Note to JPMS with TPC's consent. While the Convertible Note remained due and payable in full following the transfer, JPMS and TPC entered into the Forbearance Agreement which was initially scheduled to expire on October 19, 2018.

Following the transfer of the Convertible Note, TPC engaged in discussions with JPMS with respect to a potential consensual restructuring or recapitalization of TPC, while simultaneously engaging in various efforts to reduce operating costs and conserve liquidity. In particular, following TPC's delisting from the NYSE MKT and with no reasonable prospects for regaining listing, TPC sought to eliminate the substantial costs associated with being a public reporting company. Consequently, on January 16, 2018, TPC filed a Form 15 with the United States Securities and Exchange Commission to voluntarily deregister its common stock and suspend its reporting obligations under the Securities Exchange Act of 1934, as amended. Since the deregistration, TPC's common stock has continued to trade on the OTC marketplace.

Throughout the spring and summer of 2018, TPC continued operating its remaining businesses and maintained discussions with JPMS with respect to a potential consensual restructuring or recapitalization of TPC. As discussed above, faced with liquidity constraints and the impending expiration of the Forbearance Agreement, TPC and the JPM Parties entered into discussions regarding a potential secured line of credit and extension of the Forbearance Agreement.

As a result and as described above, on September 28, 2018, TPC and JPMC entered into the Term Loan Agreement pursuant to which JPMC agreed to lend $5,000,000 to TPC, and which is secured by a first priority lien on substantially all of the assets of TPC, Triangle Real Estate and Triangle Caliber Holdings. In connection with entry into the Term Loan Agreement, and as a condition to receiving a seven (7) month extension of the Forbearance Agreement, TPC and JPMS also agreed to amend and restate the Convertible Note as the Secured Note, pursuant to which TPC granted JPMS a second lien on substantially all of its assets. The Forbearance Agreement in respect of the existing Event of Default under the Secured Note expires on May 19, 2019. At the closing of the transactions described above, TPC requested and received an initial draw of $2.0 million under the Term Loan Agreement to provide liquidity to fund its continued operations.

In the spring of 2019, JPMS indicated that it did not intend to agree to further extend the Forbearance Agreement. Thereafter, TPC and the JPM Parties entered into discussions regarding a restructuring pursuant to a potential chapter 11 filing by TPC.

C. Corporate Structure

TPC, a Delaware corporation, is the sole member of Triangle Real Estate, who is the sole member of Bakken Real Estate, a Delaware corporation. TPC is the sole member of Triangle Caliber Holdings, which holds (i) a 50% general partnership interest in Caliber GP, and (ii) an approximate 28.3% limited partnership interest in Caliber Holdings. TPC is the sole member of Ranger, which is, in turn, the direct parent of Ranger Fabrication Management Holdings, LLC and Ranger Fabrication Management, LLC, each of which are Delaware limited liability companies. TPC has had no influence or control over the Ranger Debtors since the commencement of their chapter 11 cases in June 2016. TPC also holds approximately 1.1% of the common stock of Nine Point Holdings, Inc. ("**Nine Point Holdings**"), the parent of Nine Point, which TPC received in February 2019 in connection with the settlement of its proofs of claim filed in the TUSA Debtors' chapter 11 cases. A corporate organization chart depicting the ownership structure of TPC and its non-debtor subsidiaries is attached hereto as **Exhibit B**.

D. Tax Attributes

TPC has net operating loss carryovers ("**NOLs**") for federal income tax purposes. On June 28, 2016, TPC entered into a Tax Benefits Preservation Plan, which was designed to protect TPC's ability to use certain tax assets, such as the NOLs and built-in losses, to offset future income.

E. Management and Employees

As of the Petition Date, TPC's senior management is comprised of Ryan D. McGee, the Chief Executive Officer, General Counsel and Secretary, and Bradley Sharp, the Chief Restructuring Officer. Mr. McGee is TPC's sole employee, and has been employed by TPC since 2012. Mr. Sharp is employed by DSI.

F. Prepetition Contracts and Leases

TPC's businesses are conducted by its non-debtor subsidiaries. If the Chapter 11 Case proceeds along the timeline discussed herein, TPC expects that its non-debtor subsidiaries' existing contracts and leases will be maintained without any impact from the Chapter 11 Case.

III.
ANTICIPATED EVENTS DURING THE CHAPTER 11 CASE

Upon obtaining a vote from JPMS, as Holder of the Allowed Secured Note Claim, the Debtor intends to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which will commence the Chapter 11 Case.

A. Timetable for the Chapter 11 Case

TPC intends to commence the Chapter 11 Case with the support of all creditors whose rights will be impacted by the Plan. It is important that the Debtor emerge from the Chapter 11 Case as expeditiously as possible and TPC anticipates that it will have universal creditor support. A protracted chapter 11 case will unnecessarily deplete TPC's limited resources. Critically, TPC's ability to administer the Chapter 11 Case depends on its ability to use cash collateral with the consent of JPMC. If TPC is unable to obtain swift confirmation of the Plan, TPC will be at risk of losing JPMC's consent to use its cash collateral, jeopardizing TPC's ability to consummate the Plan.

Accordingly, the Debtor will request that the Bankruptcy Court confirm the Plan as soon as the Bankruptcy Court will allow and is practicable. Specifically, the Debtor proposes the following dates for the Chapter 11 Case:

May 7, 2019	Launch Solicitation
May 7, 2019	Voting Deadline
May 8, 2019	Commencement of the Chapter 11 Case
June 7, 2019 at 4:00 p.m. (prevailing Eastern Time)	Plan/Disclosure Statement Objection Deadline
June 14, 2019	Disclosure Statement Approval / Plan Confirmation Hearing
June 21, 2019	Proposed Effective Date and Emergence

Although the Debtor will request this schedule, there can be no assurance that the Bankruptcy Court will grant such request. The Plan provides that the Effective Date will be the date on which a notice of effectiveness is filed with the Bankruptcy Court confirming that (a) all conditions in Article VIII.A of the Plan have been satisfied or waived as provided for in Article VIII.B and (b) consummation of the Restructuring has occurred.

B. Commencement of the Chapter 11 Case and First Day Motions

The Debtor anticipates that its business will operate in the ordinary course during the pendency of the Chapter 11 Case in the same manner as before the Petition Date, and the Chapter 11 Case is anticipated to have no impact on any of the Non-Debtor Subsidiaries, where all operations of TPC are conducted, or on any of their counterparties.

1. First and Second Day Relief

As noted above, the Debtor is a holding company and all operations of the enterprise are conducted by certain Non-Debtor Subsidiaries. Accordingly, the Debtor anticipates seeking limited "first day" relief. Specifically, the Debtor anticipates seeking respective orders (a) authorizing the Debtor to continue using its existing cash management system, (b) authorizing the Debtor to continue to pay certain prepetition taxes, (c) establishing notice and objection procedures for transfers of the Debtor's equity securities and claims of worthless stock deductions, (d) authorizing the Debtor to continue using cash collateral, and (e) (i) scheduling a combined hearing to consider approval of the Disclosure Statement and Plan confirmation; (ii) approving the procedures for objecting to the Disclosure Statement and Plan; (iii) approving the prepetition solicitation procedures and form and manner of notice of the Chapter 11 Case, the combined hearing, deadline to object to the Disclosure Statement and Plan, and notice of non-voting status; (iv) approving contract assumption procedures; and (v) granting related relief.

C. Automatic Stay

The filing of the Debtor's bankruptcy petition on the Petition Date will trigger the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoins all collection efforts and actions by creditors, the enforcement of Liens against property of the Debtor and both the commencement and the continuation of litigation against the Debtor. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay will remain in effect from the Petition Date until the Effective Date of the Plan.

D. Other Procedural Motions and Retention of Professionals; Other Matters Concerning the Chapter 11 Case

The Debtor may file other motions that are common to chapter 11 cases generally. Additionally, the Debtor anticipates filing applications, and seeking Bankruptcy Court orders, approving the retention of various professionals to assist in carrying out the Debtor's duties as debtor in possession and to represent its interests in the Chapter 11 Case, including Paul, Weiss and YCST, as restructuring co-counsel, DSI as financial advisor, and Epiq Corporate Restructuring, LLC, as administrative advisor, noticing and voting agent.

IV.
SUMMARY OF CERTAIN PROVISIONS OF THE PLAN

The following description of the Plan is a brief summary of certain provisions of the Plan. This summary does not purport to be complete, and other provisions of the Plan are not summarized herein. This summary, and the other provisions of the Plan not summarized herein, are subject to, and qualified in their entirety by reference to, the Plan attached hereto as **Exhibit A**.

A. Treatment of Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on the Plan.

1. Administrative Claims

Subject to subparagraph (a) below, in full and complete satisfaction, settlement, discharge and release of each Allowed Administrative Claim, except to the extent that a Holder of such Allowed Administrative Claim and either (x) the Debtor, or (y) the Reorganized Debtor, as applicable, agrees in writing to less favorable treatment, the Debtor or Reorganized Debtor, as applicable, shall pay to each Holder of an Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim on (or as soon thereafter as is reasonably practicable) (a) the Effective Date or, if payment is not then due, (b) on the due date of such Allowed Administrative Claim; *provided*, *however*, that Administrative Claims incurred by the Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

(i) Professional Fee Claims

(a) Professionals shall submit final fee applications seeking approval of all Professional Fee Claims no later than the Professional Claims Bar Date. These applications remain subject to Bankruptcy Court approval under the standards established by the Bankruptcy Code, including the requirements of sections 327, 328, 330, 331, 363, 503(b), and 1103 of the Bankruptcy Code, as applicable. Payments to Professionals shall be made upon entry of an order approving such Professional Fee Claims.

(b) The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course without the need for Bankruptcy Court approval.

(c) On the Effective Date, the Debtor or the Reorganized Debtor will establish and fund the Professional Fee Escrow with Cash equal to the Professional Fee Escrow Amount.

2. **Priority Tax Claims**

On the Effective Date, each Holder of an Allowed Priority Tax Claim will, as determined by the Debtor or the Reorganized Debtor, as applicable, be satisfied in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.

3. **Statutory Fees**

Notwithstanding anything in the Plan to the contrary, on the Effective Date, the Debtor shall pay, in full, in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation pursuant to 28 U.S.C. § 1930(a)(6). On and after the Effective Date, to the extent that the Chapter 11 Case remains open, and for so long as the Reorganized Debtor remains obligated to pay quarterly fees, the Reorganized Debtor shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. The Debtor or Reorganized Debtor, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of the Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

B. Treatment of Executory Contracts and Unexpired Leases

1. **Rejection of Executory Contracts and Unexpired Leases**

(i) Automatic Rejection. Except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases attached to the Plan as Exhibit A; (ii) has been previously assumed or rejected by the Debtor by Final Order of the Bankruptcy Court or has been assumed by the Debtor by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms of the Plan.

The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Counterparties to Executory Contracts or Unexpired Leases that are deemed rejected as of the Effective Date shall have the right to assert any Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code, subject to compliance with the requirements of the Plan.

(ii) Claims Procedures Related to Rejection of Executory Contracts or Unexpired Leases. Unless otherwise provided by a Bankruptcy Court order, any proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed no later than thirty (30) days after the later of the Effective Date or the effective date of rejection. Any proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtor or the Reorganized Debtor, without the need for any objection by the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy

Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims.

2. **Assumption of Executory Contracts and Unexpired Leases; Cure of Defaults**

(i) Upon the occurrence of the Effective Date, each Executory Contract or Unexpired Lease (other than Executory Contracts or Unexpired Leases that (a) have been previously rejected by the Debtor by Final Order of the Bankruptcy Court or have been rejected by the Debtor by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date or (b) are the subject of a motion to reject pending as of the Effective Date) listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, which is attached to the Plan as Exhibit A, shall be assumed, or assumed and assigned, as applicable, and shall vest in and be fully enforceable by the Reorganized Debtor or its assignee in accordance with such contract or lease's terms, except as modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law.

(ii) Any monetary defaults under each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure amount in Cash, on the later of (1) the Effective Date and (2) the date such payment is due pursuant to the terms of the assumed Executory Contract or Unexpired Lease, as applicable, in the amount set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, which is attached to the Plan as Exhibit A, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Any objection by a counterparty to the proposed Cure amount associated with any Executory Contract or Unexpired Lease to be assumed pursuant to the Plan must be filed, served and actually received by the Debtor by no later than seven (7) days prior to the date of the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented thereto and will be deemed to have forever released and waived any objection to the proposed assumption or Cure amount. In the event of a dispute regarding (1) the Cure amount, (2) the ability of the Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (3) any other matter pertaining to assumption, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. **Any proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.**

3. **Assumption of Insurance Policies**

Notwithstanding anything in the Plan to the contrary, each of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Debtor shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto, including all D&O Liability Insurance Policies (including any obligations to obtain tail coverage liability insurance due to the change in control triggered on the Effective Date). Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtor's assumption of, and assignment to, the Reorganized Debtor of all such insurance policies, including the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies, including the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed and assigned by the Debtor to the Reorganized Debtor under the Plan as to which no proof of claim need be filed, and shall survive the Effective Date.

After the Effective Date, the Reorganized Debtor shall not terminate or otherwise reduce, modify or restrict in any way, the coverage under any D&O Liability Insurance Policy (including such tail coverage liability insurance) in effect as of the Effective Date, and all directors and officers of the Debtor who served in such capacity as of the Petition Date shall be entitled to the full benefits of any such policy for the full term of such policy (and all tail coverage related thereto) regardless of whether such directors and/or officers remain in such positions after the Effective Date.

4. **Indemnification**

The indemnification provisions in any Indemnification Agreement with respect to or based upon any act or omission taken or omitted by an indemnified party in such indemnified party's capacity under such Indemnification Agreement will be Reinstated (or assumed, as the case may be) and will survive effectiveness of the Plan; *provided, however*, that nothing in Article VI.D of the Plan shall (i) reinstate any Claim against the Debtor which has been released or discharged in any contract, instrument, release or other agreement or document entered into or delivered prior to the Petition date, or (ii) provide for the assumption of any indemnification agreement not expressly assumed pursuant to the Plan.

5. **Reservation of Rights**

Nothing contained in the Plan shall constitute an admission by the Debtor, Reorganized Debtor, or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtor or Reorganized Debtor have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor or Reorganized Debtor, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

C. Effects of Confirmation

1. Exculpation and Limitation of Liability

To the maximum extent permitted under applicable non-bankruptcy law, the Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, filing, disseminating, implementing, administering, confirming or effecting the consummation of the Chapter 11 Case, the Plan, the Disclosure Statement, the Amended By-Laws and Amended Certificate of Incorporation, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement, or Confirmation or consummation of the Plan; *provided*, *however*, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct, but in all respects each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

2. Releases by the Debtor

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS CONFIRMED BY THE PLAN, THE DEBTOR AND ITS ESTATE SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT THE DEBTOR OR THE DEBTOR'S ESTATE WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE DEBTOR'S RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASE, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS

BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THE PLAN OR THE DISTRIBUTION OF THE NEW COMMON STOCK AND RELATED DOCUMENTS OR OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED*, *HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THE PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE DEBTOR OR THE REORGANIZED DEBTOR TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE ISSUANCE OF THE NEW COMMON STOCK OR ANY RELATED AGREEMENTS, INSTRUMENTS AND OTHER DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

"Released Parties" means, collectively, in each case solely in their respective capacities as such: (a) the Debtor, (b) the Reorganized Debtor, (c) the JPM Parties, and (d) each of the Related Parties of the Entities in the foregoing (a)–(c); *provided, however*, that if either of the JPM Parties "opt out" of, or objects to, the releases provided in this Plan, as applicable, then such parties shall not be included in the definition of "Released Parties."

"Related Parties" means, with respect to an Entity that is a Released Party, collectively, its direct and indirect affiliates, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives, each in their capacity as such.

3. **Releases by Holders of Claims**

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE DEBTOR AND ITS ESTATE AND THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS CONFIRMED BY THE PLAN, EACH OF THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND

FOREVER, RELEASED AND DISCHARGED THE DEBTOR AND ITS ESTATE AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR OR THE DEBTOR'S ESTATE, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE DEBTOR'S RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASE, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR OR ANY RELEASED PARTY, ON ONE HAND, AND ANY RELEASING PARTY, ON THE OTHER HAND, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE ISSUANCE OF THE NEW COMMON STOCK AND/OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THE PLAN OR THE DISTRIBUTION OF THE NEW COMMON STOCK, OR OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED*, *HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THE PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE RELEASING PARTIES TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE NEW COMMON STOCK OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

"Releasing Parties" means, collectively, in each case solely in their respective capacities as such: (a) the Debtor, (b) the Reorganized Debtor, (c) the JPM Parties, (d) each of the Related Parties of the Entities in the foregoing (a)–(c), and (e) those Holders of Claims

(i) who vote to accept this Plan, (ii) who are Unimpaired under this Plan and do not timely object to the releases provided herein, (iii) whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan and do not opt out of granting the releases herein, or (iv) who vote to reject this Plan but do not opt out of granting the releases herein, and (e) Holders of Equity Interests who do not opt out of granting the releases herein.

4. **Injunction**

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, AS OF THE EFFECTIVE DATE, ALL PERSONS OR ENTITIES THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A CLAIM THAT IS DISCHARGED OR AN EQUITY INTEREST THAT IS TERMINATED PURSUANT TO THE TERMS OF THE PLAN ARE PERMANENTLY ENJOINED AND PRECLUDED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH DISCHARGED CLAIMS OR TERMINATED EQUITY INTERESTS OR RIGHTS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST ANY RELEASED PARTY (OR PROPERTY OR ESTATE OF ANY RELEASED PARTY) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES, AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY; (II) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (III) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (IV) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY, *PROVIDED*, THAT ANY RIGHTS OF SETOFF AND RECOUPMENT OF ANY ENTITY OR PERSON ARE PRESERVED FOR THE PURPOSE OF ASSERTING SUCH RIGHTS AS A DEFENSE TO ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTOR OR ITS ESTATE REGARDLESS OF WHETHER SUCH ENTITY OR PERSON IS THE HOLDER OF AN ALLOWED CLAIM; AND (V) COMMENCING OR CONTINUING ANY ACTION, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED OR COMPROMISED

PURSUANT TO THE PLAN, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.

V.
VOTING PROCEDURES AND REQUIREMENTS

A. Parties Entitled to Vote on the Plan

The Debtor is soliciting the vote of the Holder of the Allowed Secured Note Claim in Class 2 (together, the "**Voting Party**"). If the Plan is not accepted by the Voting Party, the Debtor may seek alternatives to the consummation of the Restructuring pursuant to the Plan.

Only holders of claims against or equity interests in a Chapter 11 debtor that are in "impaired" (as defined in section 1124 of the Bankruptcy Code) classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or equity interests is deemed to be "impaired" under a plan unless (i) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of a claim or equity interest in an impaired class will not receive or retain any distribution under a plan on account of such claim or equity interest, section 1126(g) of the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, all such holders do not actually vote on the plan. If a class of claims or equity interests is not impaired by the plan, section 1126(f) of the Bankruptcy Code conclusively presumes the holders in such class to have accepted the plan and, accordingly, such holders are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines "acceptance" of a plan by a class of claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the plan, in each case, not counting the vote of any holder designated under section 1126(e) of the Bankruptcy Code. The Bankruptcy Code defines "acceptance" of a plan by a class of equity interests as acceptance by holders in that class that hold at least two-thirds (2/3) in amount of the equity interests that cast ballots for acceptance or rejection of the plan, in each case, not counting the vote of any holder designated under section 1126(e) of the Bankruptcy Code.

The Claim in Class 1 (Secured Note Claim) is Impaired under the Plan and entitled to vote to accept or reject the Plan. Because all other Classes are either Unimpaired by the Plan and are conclusively presumed to have accepted the Plan or are Impaired by the Plan and are deemed to have rejected the Plan, only Class 2 is entitled to vote.

B. Voting Deadline

Before deciding whether to vote to accept or reject the Plan, the Voting Party as of the Voting Record Date should carefully review this Disclosure Statement, including the exhibits

hereto. The Voting Party is advised to follow the instructions in their Ballot carefully. All descriptions of the Plan set forth in this Disclosure Statement are subject to, and qualified in their entirety by reference to, the Plan.

The Ballot in respect of the Secured Note Claim will be provided to the Holder of the Secured Note Claim as of the Voting Record Date to vote to (x) accept the Plan, including the Releases, or (y) reject the Plan and/or opt out of the Releases.

The Debtor has engaged Epiq Corporate Restructuring, LLC (the "**Voting Agent**") to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT IN THE MANNER SET FORTH BELOW AND ON THE BALLOT ON OR BEFORE THE VOTING DEADLINE OF 10:00 P.M., PREVAILING EASTERN TIME, ON MAY 7, 2019.**

C. Submission of the Completed Ballot

The Voting Party must submit the completed Ballot to the Voting Agent either:

Via the E-Ballot Platform located at:	**Via mail, personal delivery, or overnight courier:**
https://dm.epiq11.com/Triangle For detailed instructions, please review the instructions provided in the Ballot.	Epiq Corporate Restructuring, LLC Re: Triangle Petroleum Corporation, 10300 SW Allen Blvd. Beaverton, OR 97005

D. Voting Procedures

The Debtor is providing copies of this Disclosure Statement and the documents attached hereto to the Voting Party. The Holder of the Secured Note Claim should provide all of the information requested by its Ballot. The Holder of the Secured Note Claim should complete all items in its Ballot in accordance with the instructions set forth therein and return it directly to the Voting Agent in accordance with the instructions contained therein on or before the Voting Deadline.

All materials in the Ballot must be signed by the Holder of the Secured Note Claim, or any person who holds a properly completed proxy from such Holder of record on such date. For purposes of the Ballot, the Holder of the Secured Note Claim will be deemed to be the "Holders" of the respective Claims represented thereby, as applicable.

ANY BALLOT THAT IS NOT RETURNED TO THE VOTING AGENT IN CONFORMITY WITH THE INSTRUCTIONS PROVIDED IN THE APPLICABLE BALLOT WILL NOT BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN. DELIVERING TO THE VOTING AGENT AN OTHERWISE PROPERLY COMPLETED BALLOT THAT IS NOT APPLICABLE TO YOUR CLASS WILL NOT

BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN. ANY BALLOT THAT IS EXECUTED AND RETURNED, BUT WHICH DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN, WILL, IN EACH CASE, NOT BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN. ANY BALLOT THAT IS EXECUTED AND RETURNED THAT REJECTS THE PLAN, BUT DOES NOT AFFIRMATIVELY OPT OUT OF THE RELEASES DESCRIBED IN THE PLAN, SHALL BE DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS SET FORTH IN ARTICLE X OF THE PLAN. THE DEBTOR, IN ITS SOLE DISCRETION, MAY REQUEST THAT THE VOTING AGENT ATTEMPT TO CONTACT SUCH VOTING PARTY TO CURE ANY DEFECTS IN THE BALLOT. THE FAILURE TO VOTE ON THE PLAN DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT THE PLAN.

1. **Fiduciaries and Other Representatives**

If the applicable Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtor of authority to so act. Authorized signatories should submit the separate Ballot of each Holder for whom they are voting.

2. **Change of Vote**

Any party that has previously submitted to the Voting Agent prior to the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting Agent prior to the Voting Deadline a subsequent, properly completed Ballot.

E. Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent and/or the Debtor in its sole discretion, which determination will be final and binding. The Debtor reserves the right to reject any and all Ballots not in proper form, the acceptance of which would, in the opinion of the Debtor or its counsel, as applicable, be unlawful. The Debtor further reserves its right to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of the Voting Party. The interpretation (including the Ballot and the respective instructions thereto) by the Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtor (or the Bankruptcy Court, as applicable) determines. Neither the Debtor nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

VI.
CONFIRMATION OF THE PLAN

A. Confirmation Hearing

Upon commencement of the Chapter 11 Case, the Debtor will ask the Bankruptcy Court to consider (i) the adequacy of this Disclosure Statement and (ii) confirmation of the Plan at the Confirmation Hearing to be held on June 14, 2019 or as soon as practicable thereafter as the Bankruptcy Court may allow, before the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801. At the Confirmation Hearing, the Debtor will request confirmation of the Plan, as it may be modified from time to time, under section 1129 of the Bankruptcy Code. The Debtor may modify the Plan, to the extent permitted by section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, as necessary to confirm the Plan. The Confirmation Hearing may be adjourned from time-to-time without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

B. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Notice of the Confirmation Hearing and of the time to present objections will be provided in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Parties in interest will receive notice of the date for the hearing to confirm the Plan and approve the Disclosure Statement and deadline for any objections thereto, and will need to file any objections to Confirmation or the Disclosure Statement in accordance with such notice and as required by Bankruptcy Court order.

C. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 are: (i) the Plan is in the "best interests" of holders of claims and equity interests; (ii) the Plan is feasible and (iii) the Plan is accepted by all Impaired Classes of Claims, or if rejected by an Impaired Class or if an Impaired Class is deemed to reject, the Plan "does not discriminate unfairly and is fair and equitable" as to such Class.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtor believes that: (i) the Plan satisfies or will satisfy all of the necessary statutory requirements of chapter 11; (ii) the Debtor has complied or will have complied with all of the necessary requirements of chapter 11; and (iii) the Plan has been proposed in good faith.

1. Best Interests Test/Liquidation Analysis

The Bankruptcy Code requires that the Bankruptcy Court find that the Plan is in the "best interests" of all Holders of Claims or Equity Interests that are Impaired by the Plan and that have not accepted the Plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that (i) all members of an impaired

class of claims or equity interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such member would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date.

Under the Plan, Holders of all Administrative Claims, Priority Tax Claims, the Term Loan Claim, Other Secured Claims and General Unsecured Claims are Unimpaired. JPMS, as Holder of the Allowed Secured Note Claim, will receive 100% of the New Common Stock. As such, JPMS, as the Holder of the only Impaired Claim, will receive property with a value not less than the value it would receive in a liquidation under chapter 7 of the Bankruptcy Code. Moreover, because the Liquidation Analysis attached hereto as **Exhibit D** (the "**Liquidation Analysis**") demonstrates that the value of the Debtors is less than the amount of the Allowed Term Loan Claim and the Allowed Secured Note Claim, the Debtor believes that all Holders of Claims are entitled under the Plan to receive property with a value not less than the value such Holders would receive in a liquidation under chapter 7 of the Bankruptcy Code. This belief is based primarily on consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to Holders of Claims or Equity Interests, as described in the Liquidation Analysis. As described in the Liquidation Analysis, a liquidation under chapter 7 would result in substantially diminished recovery to all creditors—particularly Holders of Unimpaired Claims—than those provided for in the Plan.

2. **Feasibility**

In connection with Confirmation of the Plan, section 1129(a)(11) of the Bankruptcy Code requires that the Bankruptcy Court find that Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor. This is the so-called "feasibility" test. For purposes of determining whether the Plan meets this requirement, the Debtor has analyzed its ability to meet its obligations under the Plan. As part of this analysis, the Debtor prepared the financial projections (the "**Financial Projections**") set forth in **Exhibit C**. Based upon such Financial Projections, the Debtor believes it (or the Reorganized Debtor, as applicable) will have sufficient resources to make all payments, including to Holders of Unimpaired Claims, required pursuant to the Plan and that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

THE FINANCIAL PROJECTIONS ARE BY THEIR NATURE FORWARD LOOKING, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE INFORMATION SET FORTH THEREIN. ACCORDINGLY, READERS OF THIS DISCLOSURE STATEMENT ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THE FINANCIAL PROJECTIONS, AND SHOULD CAREFULLY REVIEW THE RISK FACTORS CONTAINED IN ARTICLE IX OF THIS DISCLOSURE STATEMENT THAT COULD IMPACT THE FEASIBILITY OF THE PLAN. THE FINANCIAL PROJECTIONS SHOULD NOT BE RELIED UPON AS NECESSARILY INDICATIVE OF FUTURE, ACTUAL RECOVERIES.

Holders of Claims against the Debtor are advised that the Financial Projections were not prepared with a view toward compliance with the published guidelines of the American Institute of Certified Public Accountants or any other regulatory or professional agency or body or

generally accepted accounting principles. Furthermore, the Debtor's independent certified public accountants have not compiled or examined the Financial Projections and accordingly do not express any opinion or any other form of assurance with respect thereto and assume no responsibility for the Financial Projections.

The Financial Projections assume that (i) the Plan will be confirmed and consummated in accordance with its terms, (ii) there will be no material change in legislation or regulations, or the administration thereof, that will have an unexpected effect on the operations of the Reorganized Debtor, and (iii) there will be no material contingent or unliquidated litigation or indemnity claims applicable to the Reorganized Debtor. Although considered reasonable by the Debtor as of the date hereof, unanticipated events and circumstances occurring after the preparation of the Financial Projections may affect actual recoveries under the Plan.

The Debtor does not intend to update or otherwise revise the Financial Projections, including any revisions to reflect events or circumstances existing or arising after the date of this Disclosure Statement or to reflect the occurrence of unanticipated events, even if any or all of the underlying assumptions do not come to fruition. Furthermore, the Debtor does not intend to update or revise the Financial Projections to reflect changes in general economic or industry conditions.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following sub-Section (4), that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not impaired under a plan is conclusively presumed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required.

Bankruptcy Code section 1126(c) defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds (2/3) in amount and more than one-half (1/2) in number of allowed claims in that class, counting only those claims that have voted to accept or reject the plan.

4. Additional Requirements for Non-Consensual Confirmation

In the event that any Impaired Class of Claims or Equity Interests does not accept or is deemed to reject the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if the Plan has been accepted by at least one Impaired Class and, as to each Impaired Class of Claims or Equity Interests that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Classes of Claims or Equity Interests, pursuant to section 1129(b) of the Bankruptcy Code.

(a) Unfair Discrimination Test

The "unfair discrimination" test applies to Classes of Claims or Equity Interests that are of equal priority and are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal

rights are substantially similar to those of the dissenting class and if no class of claims or equity interests receives more than it legally is entitled to receive for its holders' claims or equity interests. This test does not require that the treatment be the same or equivalent, but that such treatment is "fair."

The Debtor believes the Plan satisfies the "unfair discrimination" test. Claims of equal priority are receiving comparable treatment and such treatment is fair under the circumstances. Specifically, the Debtor anticipates that JPMS, as Holder of the Allowed Secured Note Claim, will vote to accept the Plan, and Holders of the Allowed Term Loan Claim and Other Secured Claims are Unimpaired by the Plan. In addition, all Holders of Equity Interests and Section 510(b) Claims are receiving no recovery under the Plan.

(b) Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims or equity interests in such class. As to dissenting classes, the test sets different standards depending on the type of claims or equity interests in such class.

(i) Unsecured Creditors

The Bankruptcy Code provides that either (i) each holder of an impaired unsecured claim receives or retains under the plan of reorganization property of a value equal to the amount of its allowed claim or (ii) the holders of claims or equity interests that are junior to the claims of the dissenting class of unsecured claims will not receive any property under the plan of reorganization.

(ii) Equity Interests

With respect to a class of equity interests, the Bankruptcy Code requires that either (i) each holder of an equity interest will receive or retain under the plan of reorganization property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock and (b) the value of the stock, or (ii) the holders of equity interests that are junior to any dissenting class of equity interests will not receive any property under the plan of reorganization.

In the event any Class is deemed to or votes to reject the Plan, the Debtor will seek confirmation of the Plan pursuant to the cramdown provisions under section 1129 of the Bankruptcy Code with respect to such rejecting Class. Furthermore, Confirmation by the Bankruptcy Court will bind all Holders of Claims against and Equity Interests in the Debtor regardless of whether they voted for or against the Plan and regardless of whether they voted at all on the Plan.

VII.
ALTERNATIVES TO THE PLAN

The Debtor has evaluated alternatives to the Restructuring and believes that the Plan is the optimal approach to resolving TPC's capital requirements, implementing a balance-sheet restructuring and maximizing the prospects of a successful turnaround and value for stakeholders and, therefore, is in the best interests of the Debtor's estate.

Under the Plan, the Allowed Term Loan Claim held by JPMC will be automatically converted in to the Exit Facility on the Effective Date, the Allowed Secured Note Claim held by JPMS will be converted into 100% of the New Common Stock, and General Unsecured Creditors are Unimpaired. Alternatively, the Debtor could seek authorization to sell its assets under section 363 of the Bankruptcy Code. Upon analysis and consideration of this alternative, the Debtor does not believe a sale of its assets under section 363 of the Bankruptcy Code would yield a higher recovery for Holders of Claims than the Plan, given that the Holders of Claims in Class 1 and Class 2 would be entitled to credit bid on any property to which their security interest is attached and to offset their Claims against the purchase price.

Finally, if the Plan is not confirmed, the Chapter 11 Case may be converted to a case under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtor for distribution to its creditors in accordance with the priorities established by the Bankruptcy Code. The assets available for distribution to creditors would be reduced by (a) additional expenses of the chapter 7 liquidation, (b) certain Claims that may be entitled to priority in the context of a liquidation and/or might arise by reason of the liquidation and (c) the absence of a robust market for the liquidation of the Debtor's assets.

The Liquidation Analysis attached hereto as **Exhibit D** demonstrates that Holders of Claims and Equity Interests would not have a greater recovery in a chapter 7 liquidation than provided for in the Plan.

TPC THEREFORE BELIEVES THAT THE PLAN AFFORDS SUBSTANTIALLY GREATER BENEFITS TO CREDITORS THAN WOULD ANY OTHER ALTERNATIVE AND SHOULD BE CONFIRMED PROMPTLY.

VIII.
SECURITIES LAW MATTERS

A. The Solicitation

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(c) and not necessarily in accordance with federal or state securities laws or other laws governing disclosure outside the context of chapter 11 of the Bankruptcy Code. The Debtor is soliciting acceptances of the Plan from the Voting Party upon the terms and subject to the conditions set forth in this Disclosure Statement and consistent with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and applicable non-bankruptcy law. This Disclosure Statement has been neither approved nor disapproved by the SEC nor any state regulatory authority, nor has the SEC nor any state regulatory authority passed upon the accuracy or adequacy of the statements contained herein.

B. Issuance of the New Common Stock Under the Plan

The Plan provides for the Reorganized Debtor to distribute the New Common Stock to the Holder of the Secured Note Claim. The Debtor believes that the New Common Stock will be "securities," as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and applicable state securities laws ("**Blue Sky Laws**").

Notwithstanding the foregoing, the Debtor will rely on section 1145(a)(1) of the Bankruptcy Code to exempt the exchange, issuance and distribution of the New Common Stock and any other equity interests in the Reorganized Debtor to Holders of Claims against the Debtor under the Plan from the registration requirements of the Securities Act and any Blue Sky Laws, insofar as, for the Reorganized Debtor, (i) the securities are issued by the Reorganized Debtor; (ii) the recipients of securities hold Claims against the Debtor; and (iii) the securities are issued entirely in exchange for a recipient's Claim against the Debtor (the "**Section 1145 Securities**").

In general, the Section 1145 Securities will be freely tradable and transferable, subject to (i) compliance with any applicable rules and regulations of the SEC at the time of any future transfer, (ii) any restrictions on the transferability of such securities under the Reorganized Debtor Governance Documents (as amended from time to time) and (iii) applicable regulatory approval. However, if the holder is an "underwriter" (as defined in section 1145(b) of the Bankruptcy Code) with respect to such securities, resales by such holder of such securities will not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Such holder may still be permitted to sell such securities without registration if it is able to comply with the provisions of Rule 144 under the Securities Act.

IX.
RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS IN VOTING CLASSES SHOULD READ AND CONSIDER CAREFULLY THE RISK FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, TOGETHER WITH ANY ATTACHMENTS AND EXHIBITS. THESE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE COMPANY'S BUSINESS OR THE PLAN AND ITS IMPLEMENTATION. ADDITIONAL RISKS NOT PRESENTLY KNOWN TO THE DEBTOR OR WHICH IT CURRENTLY DEEMS IMMATERIAL MAY ALSO IMPAIR THE COMPANY'S BUSINESS. IF ONE OR MORE OF THESE RISKS ACTUALLY OCCUR, IT COULD HAVE A MATERIAL ADVERSE EFFECT ON THE COMPANY'S BUSINESS, FINANCIAL POSITION OR RESULTS OF OPERATIONS.

A. Risk Factors Relating to TPC's Business

There are risks, uncertainties and other important factors that could cause the Debtor's actual performance or achievements to be materially different from those it may project and the Debtor undertakes no obligation to update any such statement.

1. TPC's equity investments are limited, illiquid, and subject to risks and uncertainties

TPC's remaining equity investments are limited to its interests in Caliber, Bakken Real Estate, and Nine Point Holdings (collectively, the "**TPC Subsidiaries**"). Each of the TPC Subsidiaries is a privately held company, and there is no established trading market for TPC's interests in those entities. Federal and state securities laws, and the organizational documents of Caliber and Nine Point Holdings, place further limitations on TPC's ability to monetize its equity investments prior to a sale of those entities, which is beyond TPC's control in the cases of Caliber and Nine Point Holdings. The value of TPC's investments in the TPC Subsidiaries is subject to many risks and uncertainties, certain of which are detailed in the risk factors that follow.

2. Growing Caliber's business by constructing new pipelines and other infrastructure subjects it to construction risks and will require it to obtain rights of way at a reasonable cost. Such projects may not be profitable if costs are higher, or demand is less, than expected

Caliber grows its business through the construction of pipelines, treatment/processing facilities and other midstream infrastructure. The construction of this infrastructure requires significant amounts of capital, which may exceed Caliber's expectations and may exceed the capital available in the market place, and will involve numerous regulatory, environmental, political and legal uncertainties and stringent, lengthy and occasionally unreasonable or impractical federal, state and local permitting, consent, or authorization requirements. As a result, new infrastructure may not be constructed as scheduled or as originally designed, which may require redesign and additional equipment, relocations of facilities or rerouting of pipelines,

which in turn could subject Caliber to additional capital costs, additional expenses or penalties and may adversely affect Caliber's operations.

In addition, the coordination and monitoring of these projects requires skilled and experienced labor. Agreements with Caliber's producer customers may contain substantial financial penalties and give the producers the right to terminate their contracts if construction deadlines are not achieved. Moreover, Caliber's revenues may not increase immediately upon the expenditure of funds on a particular project. For instance, if Caliber builds a new pipeline, the construction may occur over an extended period of time, and Caliber may not receive any material increases in revenues until after completion of the project, if at all.

In addition, the construction of pipelines and other infrastructure may require Caliber to obtain rights-of-way or other property rights prior to construction. Caliber may be unable to obtain such rights-of-way or other property rights at a reasonable cost. If the cost of obtaining new or renewing rights-of-way or other property rights increases, it would adversely affect Caliber's operations.

Furthermore, Caliber may have limited or no commitments from customers relating to infrastructure projects prior to their construction. If Caliber constructs facilities to capture anticipated future growth in production or satisfy anticipated market demand that does not materialize, the facilities may not operate as planned or may not be used at all. Caliber may rely on estimates of proved reserves in deciding to construct new pipelines and facilities, and those estimates may prove to be inaccurate because of the numerous uncertainties inherent in estimating quantities of proved reserves. As a result, new infrastructure projects may be unprofitable.

3. Caliber and its customers are subject to complex laws and regulations, including environmental laws and regulations that can adversely affect the cost, manner and feasibility of doing business and limit its growth

Caliber's operations are subject to numerous environmental laws and regulations, compliance with which may require significant capital expenditures, increase its cost of operations and affect or limit its business plans, or expose it to environmental liabilities. Caliber is subject to numerous environmental laws and regulations affecting many aspects of its present and future operations, including air emissions, water quality, wastewater discharges, solid waste, and hazardous waste. Failure to comply with environmental laws and regulations and failure to secure permits necessary for Caliber's operations may result in the imposition of fines, penalties, and injunctive measures affecting its operating assets. In addition, changes in environmental laws and regulations or the enactment of new environmental laws or regulations could result in a material increase in Caliber's cost of compliance with such laws and regulations. Caliber may not be able to obtain or maintain all required environmental regulatory approvals and permits for its operating assets or development projects. If there is a delay in obtaining any required environmental regulatory approvals or permits, if Caliber fails to obtain or comply with them, or if environmental laws or regulations change or are administered in a more stringent manner, the operations of facilities or the development of new facilities could be prevented, delayed, or become subject to additional costs. Costs incurred to comply with environmental regulations in the future may have a significant effect on Caliber's earnings and cash flows.

Further, changes in laws and regulations regarding hydraulic fracturing could result in restrictions, delays or cancellations in drilling and completing new oil and natural gas wells by Caliber's customers, which could adversely impact Caliber's revenues by decreasing the volumes of crude oil, natural gas, and fresh and produced water through Caliber's facilities and reducing the utilization of its assets.

4. **Caliber's cash flow is affected by supply and demand for crude oil and natural gas, and decreases in prices for these commodities could adversely affect Caliber's results of operations and financial condition**

The prices of crude oil and natural gas have been volatile, and TPC expects this volatility to continue. Caliber's future cash flow may be materially adversely affected by significant, prolonged commodity price deterioration. The markets and prices for crude oil and natural gas depend upon factors beyond Caliber's control. These factors include supply and demand for these commodities, which fluctuate with changes in market and economic conditions, and other factors, including, but not limited to:

- the impact of seasonality and weather;
- general economic conditions and economic conditions impacting Caliber's primary markets;
- the economic conditions of Caliber's current and prospective customers;
- the level of domestic crude oil and natural gas production and consumption;
- the availability of imported crude oil and natural gas;
- actions taken by foreign oil and gas producing nations;
- the availability of local, intrastate and interstate transportation systems and storage for crude oil and natural gas;
- the availability and marketing of competitive fuels and/or feedstocks;
- the impact of energy conservation efforts;
- stockholder activism and activities by non-governmental organizations to limit certain sources of funding for the energy sector or restrict the exploration, development, and production of crude oil and natural gas; and
- the extent of governmental regulation and taxation.

Further, fluctuations in energy prices can greatly affect production rates and investments by third parties in the development of crude oil and natural gas reserves. Drilling and production activity generally decreases as crude oil and natural gas prices decrease. Reductions in exploration and production activity, competitor actions, or shut-ins by producers in the areas in which Caliber operates may prevent Caliber from obtaining supplies of crude oil and natural gas to replace the natural decline in volumes from existing wells, which could result in reduced volumes through Caliber's facilities and reduced utilization of its gathering, transportation, treating, and processing assets.

5. Industry competition and Caliber's lack of geographic diversification could adversely affect its business and operating results

Caliber competes with similar enterprises in the Williston Basin of North Dakota and Montana. Some of Caliber's competitors are large companies that have greater financial resources and access to supplies of crude oil, natural gas, and fresh and produced water than Caliber does. Some of these competitors may expand or construct gathering, processing, storage, terminaling and transportation systems that would create additional competition for the services Caliber provides to its customers. In addition, customers who are significant producers of crude oil and natural gas may develop their own gathering, processing, storage, terminaling and transportation systems in lieu of using those operated by Caliber. Caliber's ability to grow its business could be adversely affected by the activities of its competitors and customers. All of these competitive pressures could have a material adverse effect on Caliber's business, results of operations and financial condition.

Caliber's current business focus is in the Williston Basin of North Dakota and Montana. Larger companies have the ability to manage their risk by diversification. However, Caliber currently lacks diversification in terms of the geographic scope of its business. As a result, Caliber will likely be impacted more acutely by factors affecting its industry or the regions in which it operates than it would if its business were more diversified, and this may increase Caliber's risk profile.

6. TPC's limited partner interest in Caliber may be diluted

In October 2012, Triangle Caliber Holdings participated in the joint venture formation of Caliber with First Reserve Energy Infrastructure Fund ("**FREIF**"). Following the acquisition of FREIF by BlackRock Global Energy and Power Infrastructure Fund in May 2017, FREIF changed its name to GEPIF Caliber Holdings, LLC. In connection with its investment in Caliber, Triangle Caliber Holdings received an initial 30% percent limited partner interest, as well as warrants to purchase additional limited partner interests at specified prices, trigger units, and trigger warrants. Based on initial anticipated funding commitments by the joint venture partners, full exercise and vesting of Triangle Caliber Holdings' warrants, trigger units, and trigger warrants would cause its ownership to increase to a 50% limited partner interest.

In September 2014, FREIF committed to providing an additional $80.0 million to Caliber in return for 8,000,000 limited partner units. The associated amendment to the joint venture agreement resulted in Triangle Caliber Holdings' 4,000,000 trigger units vesting and converting to limited partner units. FREIF and Triangle Caliber Holdings received the 8,000,000 and 4,000,000 limited partner units, respectively, on November 14, 2014. Following the conversion of Triangle Caliber Holdings' 4,000,000 trigger units and the issuance of 8,000,000 limited partner units to FREIF, Triangle Caliber Holdings' limited partner interest in Caliber increased to 31.8%.

In February 2015, FREIF contributed an additional $34.0 million to Caliber in exchange for 2,720,000 limited partner units, which diluted Triangle Caliber Holdings' limited partner interest to 28.3%. In conjunction with the contribution, Triangle Caliber Holdings received warrants to purchase an additional 3,626,667 limited partner units, and FREIF received warrants

to purchase an additional 906,667 limited partner units. On a fully-diluted basis, assuming the exercise of all outstanding warrants and no further capital contributions, Triangle Caliber Holdings and FREIF would each hold a 50% percent limited partner interest in Caliber. In February 2018, certain of Triangle Caliber Holdings' warrants to purchase 1,269,333 limited partner units expired unexercised. Consequently, absent the receipt of additional warrants, Triangle Caliber Holdings no longer has the ability to achieve a 50% percent limited partner interest assuming the exercise of all of its remaining warrants.

Triangle Caliber Holdings will be unable to increase its limited partner interest above 28.3% absent exercising its warrants or committing additional partnership approved capital. Further, if GEPIF makes a partnership approved capital contribution and Triangle Caliber Holdings does not invest additional capital in the joint venture, or if FREIF exercises its warrants and Triangle Caliber Holdings does not exercise its warrants, Triangle Caliber Holdings would be diluted below its current 28.3% limited partner interest. Triangle Caliber Holdings has no assets other than its investment in Caliber.

7. **TPC does not control Caliber**

Caliber is managed and governed by its general partner, Caliber GP, of which GEPIF and Triangle Caliber Holdings each own a 50% non-economic interest and share governance equally. Through Triangle Caliber Holdings, TPC has designated two of the four Board members at Caliber GP. Because Triangle Caliber Holdings does not hold a controlling interest in Caliber, TPC does not have the ability to direct the activities of Caliber that most significantly impact Caliber's growth and economic performance. If TPC and the other general partner disagree on significant matters relating to Caliber, such an impasse could adversely affects Caliber's prospects and our investment therein.

8. **TPC does not anticipate Caliber paying dividends to its limited partners in the foreseeable future**

Caliber does not pay scheduled dividends to its limited partners as it uses cash flows generated by operations to develop its business. Further, Caliber's lenders generally prohibit dividends to Caliber's limited partners absent a waiver. Any future determination to pay cash dividends will be at the discretion of the board of directors of Caliber GP and will be dependent upon Caliber's financial condition, results of operations, capital requirements, limits imposed by its debt agreements, and such other factors as its board of directors deems relevant.

9. **Many of the risks facing Caliber also apply to Nine Point**

Nine Point Holdings is the holding company parent of Nine Point, an oil and gas exploration and production company operating in the Williston Basin of North Dakota and Montana. Although it does not have midstream operations, the risks and uncertainties above relating to growth, regulations, supply and demand, commodity prices, competition, and lack of geographic diversification similarly apply to Nine Point. TPC has only a passive, minority interest in Nine Point Holdings without governance rights or the ability to direct the operations of Nine Point. TPC does not anticipate receiving any dividends on account of its interest in Nine Point Holdings in the foreseeable future.

10. **Bakken Real Estate has one lessee.**

Bakken Real Estate's commercial and multi-unit residential buildings are all leased to the same lessee counterparty. While Bakken Real Estate has maintained good relations with its lessee, its recurring rental revenue depends on the lessee's fulfillment of its obligations under the lease agreements. If the lessee fails to comply with its payment obligations under the leases, Bakken Real Estate's rental income would be nullified pending legal adjudication of the lessee's obligations, and TPC would lose the only recurring, distributable revenue from its current businesses.

11. **Bakken Real Estate's multi-unit residential leases expire in August 2019**

The rental terms for Bakken Real Estate's multi-unit residential leases are scheduled to expire on August 31, 2019. Bakken Real Estate intends to seek a renewal of the multi-unit residential leases prior to their expiration, but there is no certainty that the lessee will renew the lease agreements. If the lessee fails to renew the lease agreements, Bakken Real Estate will be forced to seek one or more new lessees on terms consistent with prevailing market rates and practices. In such event, Bakken Real Estate's future revenue from the multi-unit residential properties would be limited by its ability to timely re-lease the properties and the terms of the new lease agreements.

12. **The value of Bakken Real Estate's properties is subject to many factors.**

The commercial and multi-unit residential properties owned by Bakken Real Estate are located in Dickinson, North Dakota. The values of such properties, and the rents to be derived therefrom in the event of re-leasing, are subject to market forces, including the supply and demand for similar properties. As discussed in the above risk factors, depressed oil and gas commodity prices can have material negative impacts on companies that operate in various aspects of the oil and gas industry, which employ a significant portion of the North Dakota workforce either directly or through related services and infrastructure. Financial distress for companies operating in and around Dickinson, North Dakota may have the effect of reducing the local workforce and displacing potential tenants, while at the same time increasing the supply of available housing and commercial space and reducing rents. A depressed rental market in Dickinson, North Dakota would adversely affect the value of the properties owned and leased by Bakken Real Estate.

Additionally, the properties owned by Bakken Real Estate require ongoing maintenance and are subject to weather, soil, and other environmental conditions in the areas where they are located. If the properties are not properly maintained or suffer damage due to environmental conditions, the value of the properties may decrease, and Bakken Real Estate may be required to expend resources to remediate such damage.

13. **The loss of senior management could adversely affect operations**

TPC depends on the services of its senior management. The loss of the services of its senior management could have a material adverse effect on its business, financial condition and results of operations.

14. **The Reorganized Debtor's ability to utilize its NOLs is uncertain**

TPC has net operating loss carryovers ("**NOLs**") for federal income tax purposes. The ultimate realization of NOLs and other deferred tax assets is dependent upon the timing and amount of taxable income earned by TPC. Tax attributes are generally subject to expiration at various times in the future to the extent that they have not previously been applied to offset the taxable income of TPC, and there is a risk that existing NOL carryforwards could expire unused and be unavailable to offset future income tax liabilities. Additional risks and uncertainties relating to the Reorganized Debtor's ability to utilize the NOLs can be found below in Article X.

15. **The Reorganized Debtor's expected annual effective tax rate could be volatile and could materially change as a result of changes in mix of earnings and other factors**

Changes in TPC's debt and capital structure, among other items, may impact its effective tax rate. Moreover, changes in tax law and rates, changes in rules related to accounting for income taxes or adverse outcomes from tax audits could also have a significant impact on TPC's overall effective rate in future periods.

B. Risk Factors Relating to the New Common Stock

1. **The ability to transfer the New Common Stock may be limited by the absence of an active trading market and the New Common Stock will not be registered.**

An active trading market for the New Common Stock may not develop or be maintained in the future or, even if developed, may not be liquid as it is unlikely that the New Common Stock will be registered pursuant to the Securities Act or listed on any securities exchange in the near future. The liquidity of any market for the New Common Stock will depend on various factors, including the number of holders of the New Common Stock and the interest of security dealers in making a market for the New Common Stock. If an active trading market does not develop and is not maintained or such trading market is not liquid, holders of New Common Stock may be unable to sell their New Common Stock at fair market value or at all. Consequently, holders of the New Common Stock may bear certain risks associated with holding securities for an indefinite period of time, including, but not limited to, the risk that the New Common Stock will lose some or all of their value. No assurance can be given that the liquidity of any trading market may develop, that the holders of the New Common Stock will be able to sell their New Common Stock or on the price at which holders would be able to sell their New Common Stock. In addition, holders of the New Common Stock will not have the protection afforded to equity holders of listed issuers as a result of the appointment of audit, nominating and compensation committees consisting solely of independent directors and certain other corporate governance mechanisms required of "listed issuers" as defined under Section 10A-3 of the Exchange Act.

2. The Reorganized Debtor will be a holding company and the value of the New Common Stock is dependent on its subsidiaries' performance

Upon consummation of the Restructuring, the Reorganized Debtor will continue to be a holding company and, as such, it will not have any independent operations. Its most significant asset will continue to be its ownership of the capital stock of its subsidiaries, including the Non-Debtor Subsidiaries. The value of the New Common Stock thus will continue to be entirely dependent upon the future performance of its subsidiaries and upon the financial, business and other factors affecting its subsidiaries and the markets in which they do business, as well as general economic and financial conditions.

C. Risk Factors Relating to the Bankruptcy Process

The following risks apply in the context of the Chapter 11 Case in the Bankruptcy Court and should be considered along with other risk factors.

1. The Debtor may not be able to obtain Confirmation of the Plan

In the event that votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtor intends to seek, as promptly as practicable thereafter, Confirmation of the Plan. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan.

The Bankruptcy Court may determine that this Disclosure Statement and/or the solicitation procedures did not satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules or may decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes, or the Plan contains other terms disapproved of by the Bankruptcy Court. If the Debtor fails to achieve Confirmation of the Plan, the Chapter 11 Case would likely continue for a protracted period without indication of how or when the Chapter 11 Case may be completed. Some of the risks that TPC faces in a bankruptcy case would become more acute in such a scenario, including certain risks that are beyond its control, such as further deterioration or other changes in economic conditions, changes in the industries in which TPC's subsidiaries operate, potential revaluing of its assets due to chapter 11 cases, changes in customer demand for, and acceptance of, its products, regulatory difficulties and increasing expenses.

If the requisite acceptances of the Plan are not received, the Debtor may nevertheless seek Confirmation of the Plan notwithstanding the dissent of certain Classes of Claims or Equity Interests. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code if the Plan satisfies section 1129(b) of the Bankruptcy Code. To confirm a plan over the objection of a dissenting class, the Bankruptcy Court also must find that at least one Impaired class (which cannot be an "insider" class) has accepted the Plan. Even if the requisite acceptances of a proposed plan are received, the Bankruptcy Court is not obligated to confirm the plan as proposed.

If the Plan is not confirmed by the Bankruptcy Court, (a) the Debtor may not be able to complete the Restructuring; (b) the distributions that Holders of Claims ultimately would

receive, if any, with respect to their Claims are uncertain and (c) there is no assurance that the Debtor will be able to successfully develop, prosecute, confirm, and consummate an alternative plan that will be acceptable to the Bankruptcy Court and the Holders of Claims.

2. The Debtor may fail to satisfy solicitation requirements

Section 1126(b) of the Bankruptcy Code provides that the holder of a claim against, or equity interest in, a debtor who accepts or rejects a plan of reorganization before the commencement of a chapter 11 case is deemed to have accepted or rejected such plan under the Bankruptcy Code so long as the solicitation of such acceptance was made in accordance with applicable non-bankruptcy law governing the adequacy of disclosure in connection with such solicitations, or, if such laws do not exist, such acceptance was solicited after disclosure of "adequate information," as defined in section 1125 of the Bankruptcy Code.

In addition, Bankruptcy Rule 3018(b) states that a holder of a claim or equity interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the Bankruptcy Court finds that the plan was not transmitted to substantially all creditors and equity security holders of the same class, that an unreasonably short time was prescribed for such creditors and equity security holders to accept or reject the plan, or that the solicitation was not in compliance with section 1126(b) of the Bankruptcy Code.

To satisfy the requirements of section 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b), the Debtor is delivering this Disclosure Statement to all Holders of Claims in Classes 1 and 2 as of the Voting Record Date. In that regard, the Debtor believes that the solicitation of votes to accept or reject the Plan is proper under applicable non-bankruptcy law, rules and regulations. The Debtor cannot be certain, however, that the solicitation of acceptances or rejections will be approved by the Bankruptcy Court, and if such approval is not obtained, the confirmation of the Plan could be denied. If the Bankruptcy Court were to conclude that the Debtor did not satisfy the solicitation requirements, then the Debtor may seek to resolicit votes to accept or reject the Plan or to solicit votes to accept or reject the Plan from one or more Classes that were not previously solicited. The Debtor cannot provide any assurances that such a re-solicitation would be successful.

3. Releases, injunctions, and exculpation provisions of the Plan may not be approved

Article X of the Plan provides for certain releases, third-party releases, injunctions, and exculpations, including a release of any claims that might otherwise be asserted against the Debtor, the Reorganized Debtor, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the Releases are not approved, certain Released Parties may withdraw their support for the Plan, and the Debtor may not be able to obtain Confirmation of the Plan.

D. Additional Risk Factors

1. The Debtor has no duty to update

The statements contained in this Disclosure Statement are made by the Debtor as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtor has no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. The financial information contained in this Disclosure Statement has not been audited

In preparing this Disclosure Statement, the Debtor relied on financial information derived from its books and records that was available at the time of such preparation. Such financial information has not been audited, reviewed, or compiled by the Debtor's independent registered public accounting firm. Accordingly, the Debtor's independent registered public accounting firm does not express an opinion or any other form of assurance with respect thereto and assumes no responsibility for, and disclaims any association with, this information. The Debtor is unable to represent or warrant that the financial information contained in this Disclosure Statement is without inaccuracies.

3. No representations outside this Disclosure Statement are authorized

No representations concerning or related to the Debtor, the Chapter 11 Case or the Plan, as applicable, are authorized by the Bankruptcy Court or the Bankruptcy Code. Any representations or inducements made to secure your vote to accept the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

X.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following is a summary description of certain material U.S. federal income tax consequences of the Plan to the Debtor and to certain holders of Claims. This description is for informational purposes only and, due to a lack of definitive judicial or administrative authority or interpretation, substantial uncertainties exist with respect to various tax consequences of the Plan as discussed herein. Only the principal consequences of the Plan for the Debtor and those holders of Claims that are entitled to vote to accept or reject the Plan are described below. No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan. No rulings or determinations of the United States Internal Revenue Service (the "**IRS**") or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding on the IRS or such other authorities. As a result, there can be no assurance that the IRS will not disagree with or challenge any of the conclusions we have reached and describe herein. In addition, a significant amount of time may elapse between the date of this Disclosure Statement and the receipt of a final distribution under the Plan. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to the Debtor or any holder of Claims. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

Except as otherwise specifically stated herein, this summary does not address any estate or gift tax consequences of the Plan or tax consequences of the Plan under any state, local or foreign laws. Furthermore, this discussion does not address all tax considerations that might be relevant to particular holders of Claims in light of their personal circumstances or to persons that are subject to special tax rules.

This summary assumes that all Claims are held as capital assets within the meaning of Section 1221 of the Tax Code. This summary does not represent a detailed description of the U.S. federal income tax consequences applicable under all circumstances and does not address the effects of any state, local or non-U.S. tax laws. The tax consequences of the Plan are complex, and the tax treatment of certain aspects of the Plan may be subject to considerable uncertainty. You should consult your own tax advisors as to the particular U.S. federal income tax consequences to you of the Plan, as well as the consequences to you arising under other U.S. federal tax laws and the laws of any other taxing jurisdiction. This summary does not represent a detailed description of the U.S. federal income tax consequences applicable to you if you are subject to special treatment under the U.S. federal income tax laws, including if you are:

- A dealer in securities or currencies;
- A financial institution;
- A regulated investment company;
- A real estate investment trust;
- An insurance company;
- A tax-exempt organization;

- A person holding Claims as part of a hedging, integrated or conversion transaction, a constructive sale or a straddle;
- A trader in securities that has elected the mark-to-market method of accounting for its securities;
- A person required to accelerate the recognition of any item of gross income with respect to Claims as a result of such income being recognized on an applicable financial statement;
- A person liable for the alternative minimum tax;
- A partnership, an S corporation or other pass-through entity for U.S. federal income tax purposes (or an investor in a partnership, S corporation or other pass-through entity);
- A controlled foreign corporation;
- A passive foreign investment company;
- A corporation that accumulates earnings to avoid U.S. federal income tax;
- A United States expatriate; or
- A U.S. Holder (as defined below) whose "functional currency" is not the U.S. dollar.

As used herein, the term "**U.S. Holder**" means a beneficial owner of Claims that is for U.S. federal income tax purposes:

- An individual citizen or resident of the United States;
- A corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- An estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- A trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.

The term "**non-U.S. Holder**" means a beneficial owner of Claims (other than a partnership or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) that is not a U.S. Holder.

If a partnership or other pass-through entity holds Claims, the tax treatment of a partner or other owner will generally depend upon the status of the partner (or other owner) and the activities of the entity. If you are a partner (or other owner) of a pass-through entity holding a Claim, you should consult your tax advisors regarding the tax consequences of the Plan to your particular situation.

This summary assumes that the various debt and other arrangements to which the Debtor is a party will be respected for U.S. federal income tax purposes in accordance with their form. This summary does not discuss tax consequences to holders of Claims that act or receive consideration in a capacity other than as a holder of Claims, and the tax consequences for such holders may differ materially from that described below.

The discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), and U.S. regulations, administrative pronouncements, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be replaced, revoked or modified, possibly with retroactive effect, so as to result in U.S. federal tax consequences different from those discussed below. Except as otherwise noted, this discussion is limited to U.S. Holders and does not address the consequences to non-U.S. Holders.

The following discussion is for general information only and is not intended to be, nor should it be construed to be, legal or tax advice to any holder of Claims and no opinion or representation with respect to the U.S. federal income tax consequences to any such holder of Claims is made. You are urged to consult your own tax advisor regarding the application of U.S. federal, state and local tax laws, as well as any applicable foreign tax laws, to your particular situation.

Consequences to the Debtor

Cancellation of Indebtedness Income

It is anticipated that the exchange of Class 2 Claims for New Common Stock will result in the cancellation of a portion of the Debtor's outstanding indebtedness. In general, the discharge of a debt obligation in exchange for an amount of cash and other property having a fair market value less than the "adjusted issue price" of the debt that is discharged gives rise to cancellation of indebtedness ("**COD**") income to the debtor. However, COD income is not taxable to the debtor if the debt discharge occurs pursuant to a case under chapter 11 of the Bankruptcy Code. The Tax Code provides that a debtor in bankruptcy will exclude its COD income from gross income, and requires the debtor to reduce its tax attributes—such as net operating loss ("**NOL**") carryforwards, current year operating losses, tax credits, and tax basis in assets—by the amount of the excluded COD income. The reduction in tax attributes occurs at the beginning of the taxable year following the taxable year in which the discharge occurs. Any excess COD income over the amount of available tax attributes is not subject to U.S. federal income tax.

The Debtor will not be required to include any COD income in gross income because the discharge of its indebtedness will occur pursuant to a case under chapter 11 of the Bankruptcy Code. Because a portion of the Debtor's outstanding indebtedness will be satisfied in exchange for property other than cash under the Plan, the amount of COD income, and accordingly, the amount of tax attributes required to be reduced, will depend in part on the fair market value of that property. These values cannot be known with certainty until after the Effective Date. Thus, although it is expected that the Debtor will be required to reduce its tax attributes, the exact amount of such reductions will not be known until after the Effective Date.

Limitations on NOL Carryforwards and Other Tax Attributes

The Debtor anticipates that it will experience an "ownership change" (within the meaning of Section 382 of the Tax Code) as a result of the issuance of New Common Stock to the Holders of Class 2 Claims pursuant to the Plan. As a result, the Debtor's ability to use pre-Effective Date NOLs that are not already subject to limitation under Section 382 of the Tax Code and other tax

attributes to offset its income in any post-Effective Date taxable year (including the portion of the taxable year of the ownership change following the Effective Date) to which such a carryforward is made generally (subject to various exceptions and adjustments, some of which are described below) will be limited to the sum of (a) a regular annual limitation (prorated for the portion of the taxable year of the ownership change following the Effective Date), and (b) any carryforward of unused amounts described in (a) from prior years. Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits.

Section 382 of the Tax Code may also limit the Debtor's ability to use "net unrealized built-in losses" (*i.e.*, losses and deductions that have economically accrued prior to, but remain unrecognized as of, the Effective Date) to offset future income. Moreover, the Debtor's NOLs will be subject to further limitations if the Debtor experiences additional future ownership changes or if it does not continue its business enterprise for at least two years following the Effective Date. If, however, the Debtor has an unrealized built-in-gain as of the Effective Date, any built-in-gains recognized, or deemed recognized, during the following five (5) years generally will increase the annual limitation in the year recognized (but only up to the amount of the net unrealized built-in-gain as of the Effective Date), such that the Debtor would be permitted to use its pre-change losses against such built-in-gain income in addition to its regular allowance.

The application of Section 382 of the Tax Code will be materially different from that described above if the Debtor is subject to the special rules for corporations in bankruptcy provided in Section 382(*l*)(5) of the Tax Code. The Debtor generally would qualify for the special rules provided in Section 382(*l*)(5) of the Tax Code if the historic Holders of Equity Interests and the Holders of certain Claims of the Debtor, taken together, own equity interests representing at least 50% of the voting power and equity value of Debtor following consummation of the transactions under the Plan. In that case, the Debtor's ability to use its pre-Effective Date tax deferred assets would not be limited as described in the preceding paragraphs. However, several other limitations would apply to the Debtor under Section 382(*l*)(5), including (a) the Debtor's NOLs would be calculated without taking into account deductions for interest paid or accrued in the portion of the current tax year ending on the Effective Date and all other tax years ending during the three-year period prior to the current tax year with respect to the debt securities that are exchanged pursuant to the Plan, and (b) if the Debtor undergoes another ownership change within two years after the Effective Date, the Debtor's section 382 limitation following that ownership change will be zero. It is uncertain whether the provisions of Section 382(*l*)(5) will be available in the case of the ownership change that is expected to occur as a result of the confirmation of the Plan. If the Debtor qualifies for the special rule under Section 382(*l*)(5), the use of the Debtor's NOLs will be subject to Section 382(*l*)(5) of the Tax Code unless the Debtor affirmatively elects for the provisions not to apply. The Debtor has not yet determined whether, if it qualifies for the special rules under Section 382(*l*)(5), if it would be advantageous for Section 382(*l*)(5) to apply to the ownership change resulting from consummation of the Plan, or whether the Debtor will elect not to have the provisions of Section 382(*l*)(5) apply to the ownership change arising from the consummation of the Plan.

If the Debtor does not qualify for, or elects not to apply, the special rule under Section 382(*l*)(5) of the Tax Code described above, the provisions of Section 382(*l*)(6) applicable to corporations under the jurisdiction of a bankruptcy court may apply in calculating the annual Section 382 limitation. Under this rule, the limitation will be calculated by reference to the lesser

of the value of the Debtor's New Common Stock (with certain adjustments) immediately after the ownership change or the value of the Debtor's assets (determined without regard to liabilities) immediately before the ownership change. Although such calculation may substantially increase the annual Section 382 limitation, the Debtor's use of any NOLs or other tax attributes remaining after implementation of the Plan may still be substantially limited after an ownership change.

Because a small number of Holders of claims will hold a significant equity position in the Debtor following the consummation of the Plan, if such Holders dispose of all or a significant amount of this position after the Effective Date, it could cause the Debtor to undergo an ownership change. If an additional ownership change were to occur, it would generally limit (or possibly eliminate) the Debtor's ability to use NOLs and other tax attributes following such additional ownership change.

Consequences to U.S. Holders of Class 1 and Class 2 Claims

The following discusses certain U.S. federal income tax consequences of the transactions contemplated by the Plan to Holders of Class 1 and Class 2 Claims that are U.S. Holders, as described above.

If you are a holder of Class 1 or Class 2 Claims that is a U.S. Holder, you should consult your own tax advisor for information that may be relevant to your particular situation and circumstances and the particular tax consequences to you of the transactions contemplated by the Plan.

If you are a U.S. Holder of a Class 1 or Class 2 Claim, the U.S. federal income tax consequences to you (including the character, timing and amount of income, gain or loss recognized) will depend upon, among other things, (a) the manner in which you acquired the Claim; (b) the length of time that you have held the Claim; (c) whether you acquired the Claim at a discount; (d) whether you have taken a bad debt deduction with respect to the Claim (or any portion thereof) in current or prior years; (e) whether you have previously included in taxable income accrued but unpaid interest with respect to the Claim; and (f) your method of accounting. This discussion assumes that you have not taken a bad debt deduction with respect to a Claim (or any portion thereof) in the current or any prior year and that such Claim did not become completely or partially worthless in a prior taxable year.

Conversion of Class 1 Claims held by U.S. Holders into the Exit Facility

Pursuant to the Plan, the Class 1 Claims will be converted into and deemed to be obligations under the Exit Facility Credit Agreement (the "**New Debt**"). You will recognize gain or loss in full upon the conversion unless such conversion qualifies as a tax-free recapitalization under Section 368(a)(1)(E) of the Tax Code.

In order for the conversion of Class 1 Claims into the New Debt, the Class 1 Claims and the New Debt must be treated as "securities" under the relevant provisions of the Tax Code.

The term "securities" is not defined in the Tax Code or in applicable Treasury Regulations, and it has not been clearly defined by judicial decisions. The classification of a debt

instrument as a security is a determination based on all facts and circumstances, including, but not limited to: (i) the term (*i.e.*, duration) of the instrument, (ii) whether or not the instrument is secured, (iii) the degree of subordination of the debt instrument, (iv) the ratio of debt to equity of the issuer, and (v) the riskiness of the business of the issuer. Most authorities have held that the term to maturity of a debt instrument is one of the most significant factors in determining whether it qualifies as a security. A debt instrument with a term of more than ten years generally is treated as a security while a debt instrument with a term of five years or less generally is not treated as a security.

We believe that neither the Class 1 Claims nor the New Debt constitute "securities" for the purposes of Section 368(a)(1)(E), and accordingly, we intend to take the position that the conversion of the Class 1 Claims into the New Debt will not qualify as a recapitalization. Under such characterization, you generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized by you in the conversion and your adjusted tax basis in the Class 1 Claims converted. The amount you realize in the conversion will equal the sum of (i) the principal amount of the New Debt that you receive at the time of the exchange; and (ii) any cash you receive as consideration in the conversion (other than cash attributable to accrued and unpaid stated interest on your Class 1 Claims, which will be taxable as described below). Your adjusted tax basis in your Claims surrendered in the conversion will be equal to the amount paid therefor, increased by any accrued original issue discount ("**OID**") and any market discount and reduced by any amortizable bond premium previously taken into account. Your adjusted tax basis in the New Debt will equal its issue price. Your holding period in the New Debt will begin on the day after the day of the conversion. Any gain or loss realized will generally be capital gain or loss (except, as described below, to the extent of market discount) and will be long-term capital gain or loss if your holding period in the Class 1 Claims at the time of the conversion exceeds one year.

You are urged to consult your own tax advisor as to the amount and character of any gain or loss that you recognize for U.S. federal income tax purposes in the conversion.

Exchange by U.S. Holders of Class 2 Claims for New Common Stock

Pursuant to the Plan, the Debtor will issue New Common Stock to Holders of Class 2 Claims to discharge their Claims. You will recognize gain or loss in full upon the exchange unless such exchange qualifies as a tax-free recapitalization under Section 368(a)(1)(E) of the Tax Code.

In order for the exchange of Class 2 Claims for New Common Stock to qualify as a tax-free recapitalization, the Class 2 Claims must be treated as a "security" under the relevant provisions of the Tax Code. The term "security" is not defined in the Tax Code or in applicable Treasury Regulations, and it has not been clearly defined by judicial decisions. The classification of a debt instrument as a security is a determination based on all facts and circumstances, including, but not limited to: (i) the term (*i.e.*, duration) of the instrument, (ii) whether or not the instrument is secured, (iii) the degree of subordination of the debt instrument, (iv) the ratio of debt to equity of the issuer, and (v) the riskiness of the business of the issuer. Most authorities have held that the term to maturity of a debt instrument is one of the most significant factors in determining whether it qualifies as a security. A debt instrument with a term of more than ten

years generally is treated as a security while a debt instrument with a term of five years or less generally is not treated as a security.

We intend to take the position that the Class 2 Claims should be considered securities and the exchange of Class 2 Claims for New Common Stock pursuant to the Plan should qualify as a recapitalization. Under such characterization, you will not recognize any loss on such exchange, and you will recognize gain only to the extent of any cash and other consideration not constituting stock or a "security" received in the exchange (excluding any amounts received in respect of accrued but unpaid interest on your Claim (*see* "*Accrued but Unpaid Interest*" below)). You will take a tax basis in the New Common Stock equal to your adjusted tax basis in your Class 2 Claim immediately prior to the exchange, decreased by the amount of cash and fair market value of other consideration not constituting stock or a "security" received in the exchange (excluding any amounts received in respect of accrued but unpaid interest) and increased by the amount of gain recognized in the exchange, and your holding period for the New Common Stock will include your holding period in the Class 2 Claim surrendered in the exchange.

Our position that the exchange of Class 2 Claims for New Common Stock should qualify as a tax-free recapitalization is not free from doubt, however, and it is possible that the IRS might assert that the Class 2 Claims are not "securities" for U.S. federal income tax purposes, or that the exchange otherwise fails to qualify as a tax-free recapitalization for U.S. federal income tax purposes. If such exchange fails to qualify for treatment as a tax-free recapitalization, then you generally will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized by you in the exchange and your adjusted tax basis in the Class 2 Claims surrendered in the exchange. The amount that you realize in the exchange will equal the sum of the fair market value of the New Common Stock that you receive at the time of the exchange, and any cash you receive as consideration in the exchange (other than cash attributable to accrued and unpaid stated interest on your Class 2 Claims, which will be taxable as described below). Your adjusted tax basis in your Class 2 Claims surrendered in the exchange will be equal to the amount paid therefor, increased by any accrued original issue discount ("**OID**") and any market discount and reduced by any amortizable bond premium previously taken into account. Your adjusted basis in the New Common Stock will equal the fair market value of such shares. Your holding period in the New Common Stock will begin on the day after the exchange. Any gain or loss realized will generally be capital gain or loss (except, as described below, to the extent of market discount) and will be long-term capital gain or loss if your holding period in the Class 2 Claims at the time of the exchange exceeds one year.

You are urged to consult your own tax advisor as to the amount and character of any gain or loss that you might recognize for U.S. federal income tax purposes if the exchange of Class 2 Claims for New Common Stock were treated as a taxable exchange.

Accrued but Unpaid Interest

Under the Plan, a portion of the consideration received by U.S. Holders of Class 1 Claims or Class 2 Claims may be attributable to accrued but unpaid interest on such Claims. U.S. Holders of Class 1 Claims and/or Class 2 Claims that have not previously included such accrued interest in taxable income will be required to recognize ordinary income equal to the fair market

value of the property received with respect to such Claims for accrued interest. Conversely, a Holder generally recognizes a deductible loss to the extent that any accrued interest was previously included in income and is not paid in full. Pursuant to the Plan, the Debtor will allocate for U.S. federal income tax purposes all distributions in respect of any Class 1 Claim or Class 2 Claim first to the principal amount of such Claim, and thereafter to accrued but unpaid interest. Certain legislative history indicates that an allocation of consideration between principal and interest provided for in a bankruptcy plan of reorganization is binding for U.S. federal income tax purposes. However, no assurance can be given that the IRS will not challenge such allocation. If a distribution with respect to a Class 1 Claim or a Class 2 Claim is entirely allocated to the principal amount of such Claim, a holder may be entitled to claim a loss to the extent of any accrued but unpaid interest on the relevant Claim that was previously included in the Holder's gross income.

You are urged to consult your own tax advisor regarding the particular U.S. federal income tax consequences to you of the treatment of accrued but unpaid interest, as well as the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income.

Consequences to U.S. Holders of Ongoing Ownership of New Debt

Payments of Interest

Any stated interest payment on the New Debt will generally be taxed to you as ordinary income at the time that it is paid or accrued in accordance with your method of accounting for U.S. federal income tax purposes.

Sale, Exchange, Redemption or other Taxable Disposition of New Debt

Upon the sale, retirement or other taxable disposition of the New Debt, you generally will recognize gain or loss in an amount equal to the difference between the sum of cash plus the fair market value of any property received (other than any amount received that is attributable to accrued but unpaid interest not previously included in income, which will be taxable as ordinary interest income) and your adjusted tax basis in the New Debt. You generally will recognize capital gain or loss if you dispose of a New Debt in a sale, exchange, redemption or other taxable disposition, unless the New Debt has accrued market discount at the time of such disposition, in which case all or a portion of the gain could be subject to ordinary income treatment. Any capital gain or loss will be long-term capital gain or loss if at the time of the sale, exchange, retirement or other taxable disposition of the New Debt, you held the New Debt for more than one year. The deductibility of capital losses is subject to limitations.

Consequences to U.S. Holders of Ongoing Ownership of New Common Stock

The following is a summary of certain U.S. federal tax consequences that will apply to you if you are a U.S. Holder of New Common Stock. Tax-exempt U.S. Holders and non-U.S. Holders are not addressed in this discussion, and such holders should consult their own tax advisor regarding the ownership of New Common Stock and whether such ownership is appropriate given their circumstances.

Distributions on New Common Stock

Generally, the gross amount of any distribution of cash or property made with respect to New Common Stock will be includible by you in gross income as dividend income to the extent that such distributions are paid out of the current or accumulated profits of the Debtor as determined under U.S. federal income tax principles. A distribution that is treated as a dividend for U.S. federal income tax purposes may qualify for the dividends-received deduction if such amount is distributed to a Holder that is a corporation and certain holding period and taxable income requirements are satisfied. Any dividend received by a holder that is a corporation may be subject to the "extraordinary dividend" provisions of the Tax Code.

A distribution in excess of the Debtor's current and accumulated earnings and profits will first be treated as a return of capital to the extent of your adjusted tax basis in your New Common Stock and will be applied against and reduce such basis dollar-for-dollar (thereby increasing the amount of gain and decreasing the amount of loss recognized on a subsequent taxable disposition of the New Common Stock). To the extent that such distribution exceeds your adjusted tax basis in your New Common Stock, the distribution will be treated as capital gain, and will be treated as long-term capital gain if your holding period in such stock exceeds one year as of the date of the distribution. Dividends received by non-corporate holders may qualify for a reduced rate of taxation if certain holding period or other requirements are met.

Sale, Exchange or Other Taxable Disposition of New Common Stock

Upon the sale, retirement or other taxable disposition of a share of New Common Stock, you generally will recognize gain or loss in an amount equal to the difference between the sum of cash plus the fair market value of any property received and your adjusted tax basis in such New Common Stock. Such gain or loss will generally constitute capital gain or loss, and will be long-term capital gain or loss if at the time of the sale, exchange, retirement or other taxable disposition, you held the share of New Common Stock for more than one year. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

In general, information reporting will apply to allocations of income in respect of New Common Stock and the proceeds from the sale, exchange or redemption of New Common Stock that are paid to a U.S. Holder within the United States (and in certain cases, outside the United States), unless such U.S. Holder is an exempt recipient such as a corporation. A backup withholding tax (currently at a 24% rate) generally applies if a U.S. Holder of New Common Stock (i) fails to furnish its social security number or other taxpayer identification number ("**TIN**"), (ii) furnishes an incorrect TIN, (iii) fails properly to report interest or dividends, or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct TIN and that it is a U.S. person not subject to backup withholding. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or as a credit against your U.S. federal income tax liability provided the required information is timely furnished to the IRS.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XI.
CONCLUSION AND RECOMMENDATION

THE DEBTOR BELIEVES THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTOR, ITS ESTATE, ITS CREDITORS AND ITS OTHER STAKEHOLDERS, INCLUDING THE VOTING PARTY. FOR THESE REASONS, THE DEBTOR URGES THE VOTING PARTY TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE ITS ACCEPTANCE BY DULY COMPLETING AND RETURNING ITS BALLOT SO IT THEY WILL ACTUALLY BE RECEIVED BY THE VOTING AGENT ON OR BEFORE 10:00 P.M. (PREVAILING EASTERN TIME) ON MAY 7, 2019.

TRIANGLE PETROLEUM CORPORATION

/s/ Ryan D. McGee
Name: Ryan D. McGee
Title: Chief Executive Officer

Dated: May 7, 2019

Exhibit A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TRIANGLE PETROLEUM CORPORATION, Debtor.[1]	Chapter 11 Case No. 19-_____ (___)

CHAPTER 11 PLAN OF REORGANIZATION OF TRIANGLE PETROLEUM CORPORATION

Dated: May 7, 2019

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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 DEBTOR'S FILING FOR CHAPTER 11 BANKRUPTCY.

[1] The last four digits of the Debtor's taxpayer identification number are 0762. The Debtor's mailing address is 100 Fillmore Street, 5th Floor, Denver, Colorado 80206.

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CHAPTER 11 PLAN OF REORGANIZATION OF
TRIANGLE PETROLEUM CORPORATION

INTRODUCTION

Triangle Petroleum Corporation, a Delaware corporation, as the Debtor,[2] hereby proposes this Plan for, among other things, the resolution of the outstanding Claims against, and Equity Interests in, the Debtor. The Debtor is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (distributed contemporaneously herewith) for a discussion of the Debtor's history, business, properties, and projections and the events leading up to Solicitation of this Plan and for a summary of the treatment provided for herein. The Debtor urges all Holders of Claims entitled to vote on this Plan to review the Disclosure Statement and this Plan, in full, before voting to accept or reject this Plan. There may be other agreements and documents that will be filed with the Bankruptcy Court that are referenced in this Plan as Exhibits. All such Exhibits are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions set forth in this Plan, and the requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to amend, supplement, amend and restate, modify, revoke or withdraw this Plan prior to the Effective Date.

[2] Unless otherwise noted, capitalized terms used in this Plan have the meanings set forth in Article I.B of this Plan.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS

A. Rules of Interpretation, Computation of Time and Governing Law

For purposes hereof: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Articles" and "Sections" are references to Articles and Sections hereof; (e) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) any reference to an Entity as a Holder of a Claim or Equity Interest includes such Entity's successors and assigns; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (j) "$" or "dollars" means dollars in lawful currency of the U.S.; (k) any effectuating provisions may be interpreted by the Debtor or the Reorganized Debtor in a manner consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other entity, and, to the extent of any dispute with respect thereto, the Bankruptcy Court shall retain jurisdiction consistent with Article IX; and (l) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If any payment, distribution, act or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

B. Definitions

1.1 "**Accrued Professional Compensation**" means, at any date, and regardless of whether such amounts are billed or unbilled, all of a Professional's accrued and unpaid fees and reimbursable expenses for services rendered during the Chapter 11 Case through and including such date, whether or not such Professional has filed a fee application for payment of such fees and expenses, (i) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (ii) after applying any retainer that has been provided by the Debtor to such Professional and not

previously applied. No amount of a Professional's fees and expenses denied under a Final Order shall constitute Accrued Professional Compensation.

1.2 "**Administrative Claim**" means a Claim for payment of an administrative expense of a kind specified in section 503(b) or section 1114(e)(2) of the Bankruptcy Code and entitled to priority under section 507(a)(1) of the Bankruptcy Code, including (a) actual, necessary costs and expenses of preserving the Debtor's Estate and operating the Debtor's business, (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to and including the Effective Date, and (c) all fees and charges assessed against the Estate under chapter 123 of title 28, United States Code.

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

1.4 "**Amended By-Laws**" means the Reorganized Debtor's amended or amended and restated by-laws, a substantially final form of which will be contained in the Plan Supplement to the extent they contain material changes to the existing documents.

1.5 "**Amended Certificate of Incorporation**" means the Reorganized Debtor's amended or amended and restated certificate of incorporation, a substantially final form of which will be contained in the Plan Supplement.

1.6 "**Allowed**" means, with respect to any Claim, such Claim or any portion thereof that the Debtor or the Reorganized Debtor has assented to the validity of or that has been (a) allowed by a Final Order of the Bankruptcy Court, (b) allowed pursuant to the terms of this Plan, (c) allowed by agreement between the Holder of such Claim, on one hand and the Debtor or Reorganized Debtor, as applicable, on the other hand, or (d) allowed by a Final Order of a court of competent jurisdiction.

1.7 "**Avoidance Actions**" means any and all avoidance, recovery, subordination or other actions or remedies that may be brought by and on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 of the Bankruptcy Code.

1.8 "**Ballot**" means, with respect to the Holder of the Claim in the Voting Class, the applicable voting form distributed to such Holder on which the Holder is to indicate, among other things, acceptance or rejection of this Plan in accordance with the instructions contained therein and make any other elections or representations required pursuant to this Plan or as described in the Disclosure Statement.

1.9 "**Bankruptcy Code**" means title 11 of the United States Code, as now in effect or hereafter amended.

1.10 "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware.

1.11 "**Bankruptcy Rules**" means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms and the Local Rules, in each case as amended from time to time and as applicable to the Chapter 11 Case or proceedings therein.

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

1.13 "**Cash**" means legal tender of the U.S. or the equivalent thereof.

1.14 "**Cause of Action**" means any action, proceeding, agreement, claim, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Cause of Action also includes: (a) any right of setoff, cross-claim, counterclaim, or recoupment, and any claim on a contract or for a breach of duty imposed by law or in equity; (b) with respect to the Debtor, the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Action; and (f) any state law fraudulent transfer claim.

1.15 "**Chapter 11 Case**" means the case commenced by the Debtor under chapter 11 of the Bankruptcy Code on the Petition Date in the Bankruptcy Court.

1.16 "**Claim**" means a "claim" against the Debtor as defined in section 101(5) of the Bankruptcy Code.

1.17 "**Class**" means a category of Claims or Equity Interests classified under Article III of the Plan pursuant to section 1122 of the Bankruptcy Code.

1.18 "**Confirmation**" means the entry by the Bankruptcy Court of the Confirmation Order on the docket of the Chapter 11 Case, within the meanings of Bankruptcy Rules 5003 and 9021.

1.19 "**Confirmation Date**" means the date upon which Confirmation occurs.

1.20 "**Confirmation Hearing**" means the hearing to consider confirmation of this Plan under section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.21 "**Confirmation Order**" means the order of the Bankruptcy Court confirming this Plan and approving the Disclosure Statement, entered pursuant to section 1129 of the Bankruptcy Code, which shall be in form reasonably satisfactory to the Debtor and the JPM Parties.

1.22 "**Cure**" means the payment of Cash, or the distribution of other property or other action (as the parties may agree or the Bankruptcy Court may order), as necessary to cure defaults under an Executory Contract or Unexpired Lease of the Debtor that the Debtor may assume under section 365(a) of the Bankruptcy Code.

1.23 "**Debtor**" means Triangle Petroleum Corporation, as debtor and debtor in possession under sections 1107 and 1108 of the Bankruptcy Code.

1.24 "**Disclosure Statement**" means that certain Disclosure Statement for the Chapter 11 Plan of Reorganization of Triangle Petroleum Corporation, as may be amended, supplemented, amended and restated, or otherwise modified from time to time, and that is prepared and distributed in accordance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, and applicable non-bankruptcy law.

1.25 "**Distribution Agent**" means the Reorganized Debtor or any party designated by the Reorganized Debtor to serve as distribution agent under this Plan.

1.26 "**Distribution Record Date**" means the Confirmation Date.

1.27 "**D&O Liability Insurance Policies**" means all insurance policies (including any "tail policy") for liability of the current or former directors and officers maintained by the Debtor as of the Petition Date or thereafter.

1.28 "**Effective Date**" means the date on which a notice of effectiveness is filed with the Bankruptcy Court confirming that (a) all conditions in Article VIII.A of this Plan have been satisfied or waived as provided for in Article VIII.B and (b) consummation of the Restructuring Transactions has occurred.

1.29 "**Entity**" means an "entity" as defined in section 101(15) of the Bankruptcy Code.

1.30 "**Equity Interest**" means all outstanding ownership interests in the Debtor, including any interest evidenced by common or preferred stock, a limited liability company or other membership or partnership interest or unit, a warrant, an option, or any other right to acquire or otherwise receive any ownership interest in the Debtor, or any right to payment or compensation based upon any such interest, whether or not such interest is owned by the Holder of such right to payment or compensation.

1.31 "**Estate**" means the estate of the Debtor in the Chapter 11 Case, as created under section 541 of the Bankruptcy Code.

1.32 "**Exculpated Parties**" means, (a) the Debtor, (b) the Reorganized Debtor, and (c) all current officers, directors, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents and other representatives of the Debtor in their capacity as such.

1.33 "**Executory Contract**" means a contract to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.34 "**Exhibit**" means an exhibit annexed to this Plan or as an exhibit or appendix to the Disclosure Statement (as such exhibits may be amended, supplemented, amended and restated, or otherwise modified from time to time).

1.35 "**Exit Facility**" means an exit term loan credit facility in an aggregate principal amount of $5,000,000 to be provided to the Reorganized Debtor by the Exit Facility Lender on the Effective Date pursuant to the Exit Facility Documents.

1.36 "**Exit Facility Credit Agreement**" means that certain credit agreement, a substantially final form of which will be contained in the Plan Supplement, which shall be effective on the Effective Date, by and among the Reorganized Debtor and the Exit Facility Lender, as it may be amended, supplemented, amended and restated, or otherwise modified from time to time.

1.37 "**Exit Facility Lender**" means Chase Lincoln First Commercial Corporation in its capacity as lender under the Exit Facility Credit Agreement and each other party that becomes a lender thereunder from time to time in accordance with the terms of the Exit Facility Credit Agreement.

1.38 "**Exit Facility Documents**" means, collectively, the Exit Facility Credit Agreement and all other "Loan Documents" as defined therein, including all other agreements, documents, and instruments delivered or entered into pursuant thereto or in connection therewith (including any guarantee agreements and collateral documents) (in each case, as amended, restated, modified, or supplemented from time to time), each of which shall be, to the extent applicable.

1.39 "**Final Order**" means an order or judgment of the Bankruptcy Court or another court of competent jurisdiction as to which no stay has been entered and either the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, new trial, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtor or the Reorganized Debtor, as applicable, or, in the event that an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed, or otherwise not vacated, or such appeal, writ of certiorari, new trial, reargument, or rehearing shall have been denied, in each case, by the highest court to which such appeal, writ of certiorari, new trial, reargument, or rehearing had been sought and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument or rehearing shall have expired; *provided*, *however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

1.40 "**General Unsecured Claim**" means any Claim against the Debtor that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Professional Fee Claim, Term Loan Claim, Secured Note Claim, or Other Secured Claim.

1.41 "**Governmental Unit**" means a "governmental unit" as defined in section 101(27) of the Bankruptcy Code.

1.42 "**Holder**" means an Entity holding a Claim against, or Equity Interest in, the Debtor as of the applicable date of determination.

1.43 "**Impaired**" means, with respect to a Claim, Equity Interest or Class of Claims or Equity Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

1.44 "**Indemnification Agreement**" means any organizational or employment and/or service agreement of or with the Debtor and currently in place, whether in the bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, or employment contracts, that provides for the indemnification of any current director, officer or employee of the Debtor.

1.45 "**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended.

1.46 "**JPMC**" means JPMorgan Chase Bank, N.A., its assignee, designee or transferee in its capacity Holder of the Term Loan Claim.

1.47 "**JPMS**" means J.P. Morgan Securities, LLC., its assignee, designee or transferee in its capacity as Holder of the Secured Note Claim.

1.48 "**JPM Parties**" means JPMC and JPMS, together.

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

1.50 "**Local Rules**" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

1.51 "**New Board**" means the initial board of directors of the Reorganized Debtor, which shall as of the Effective Date consist of members selected by JPMS and shall be disclosed in the Plan Supplement or announced on the record at the Confirmation Hearing.

1.52 "**New Common Stock**" means the common shares in the Reorganized Debtor issued and outstanding on the Effective Date after giving effect to all the Restructuring Transactions.

1.53 "**NOLs**" means net operating losses as determined for U.S. federal income tax purposes.

1.54 "**Other Priority Claim**" means a Claim entitled to priority under section 507(a) of the Bankruptcy Code other than a Priority Tax Claim or an Administrative Claim.

1.55 "**Other Secured Claim**" means any Secured Claim against the Debtor other than the Secured Note Claim.

1.56 "**Person**" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association or other Entity, whether acting in an individual, fiduciary or other capacity.

1.57 "**Petition Date**" means the date on which the Debtor files its petition for relief commencing the Chapter 11 Case.

1.58 "**Plan**" means, collectively, this chapter 11 plan of reorganization, the Exhibits, all supplements, appendices, and schedules hereto, either in their present form or as the same may be amended, supplemented, amended and restated, or otherwise modified from time to time.

1.59 "**Plan Document**" means any of the documents, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including, without limitation, the documents to be included in the Plan Supplement, including, but not limited to, the Exit Facility, the Amended Certificate of Incorporation and the Amended By-Laws.

1.60 "**Plan Supplement**" means any supplement to this Plan, and the compilation of documents, forms of documents, and Exhibits to this Plan, as amended, modified, or supplemented from time to time, initial drafts of which shall be filed by the Debtor as permitted herein on or before the Plan Supplement Filing Date, and which shall include the (a) Amended Certificate of Incorporation, (b) Amended By-Laws, (c) Exit Facility Credit Agreement, and (d) the identity of the members of the New Board and the officers of the Reorganized Debtor, as required by section 1129(a)(5) of the Bankruptcy Code.

1.61 "**Plan Supplement Filing Date**" means the date that is not fewer than seven (7) days before the deadline to object to confirmation of this Plan.

1.62 "**Priority Tax Claim**" means a Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.63 "**Professional**" means (a) any Entity employed in the Chapter 11 Case pursuant to section 327, 328, 363 or 1103 of the Bankruptcy Code and (b) any Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to section 503(b)(4) of the Bankruptcy Code.

1.64 "**Professional Claims Bar Date**" means the first Business Day that is thirty (30) days after the Effective Date.

1.65 "**Professional Fee Claim**" means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

1.66 "**Professional Fee Escrow**" means an escrow account to be funded with the Professional Fee Escrow Amount by the Debtor and Reorganized Debtor on the Effective Date solely for the purpose of paying all Allowed Professional Fee Claims.

1.67 "**Professional Fee Escrow Amount**" means the aggregate Accrued Professional Compensation through the Effective Date as estimated by the Professionals in accordance with Article II.A hereof.

1.68 "**Pro Rata**" means, at any time, the proportion that the face amount of a Claim or Equity Interest in a particular Class bears to the aggregate face amount of all Claims or Equity Interests in that Class, unless this Plan provides otherwise.

1.69 "**Reinstated**" or "**Reinstatement**" means leaving a Claim Unimpaired under this Plan pursuant to section 1124(a)(2) of the Bankruptcy Code.

1.70 "**Related Parties**" means, with respect to an Entity that is a Released Party, collectively, its direct and indirect affiliates, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives, each in their capacity as such.

1.71 "**Releasesd Parties**" means, collectively, in each case solely in their respective capacities as such: (a) the Debtor, (b) the Reorganized Debtor, (c) the JPM Parties, and (d) each of the Related Parties of the Entities in the foregoing (a)–(c); *provided*, *however*, that if either of the JPM Parties "opt out" of, or objects to, the releases provided in this Plan, as applicable, then such parties shall not be included in the definition of "Released Parties."

1.72 "**Releasing Parties**" means, collectively, in each case solely in their respective capacities as such: (a) the Debtor, (b) the Reorganized Debtor, (c) the JPM Parties, (d) each of the Related Parties of the Entities in the foregoing (a)–(c), and (e) those Holders of Claims (i) who vote to accept this Plan, (ii) who are Unimpaired under this Plan and do not timely object to the releases provided herein, (iii) whose vote to accept or reject this Plan is solicited but who do not vote either to accept or to reject this Plan and do not opt out of granting the releases herein, or (iv) who vote to reject this Plan but do not opt out of granting the releases herein, and (e) Holders of Equity Interests who do not opt out of granting the releases herein.

1.73 "**Reorganized**" means, in reference to the Debtor, the Debtor from and after the Effective Date.

1.74 "**Restructuring Transactions**" means the restructuring transactions for the Debtor, in accordance with, and subject to the terms and conditions set forth in, this Plan.

1.75 "**Schedule of Assumed Executory Contracts and Unexpired Leases**" means the schedule (including any amendments or modifications thereto) of (a) agreements to be assumed by the Debtor pursuant to this Plan, and (b) proposed Cure amounts, if any, to be paid

on account of each agreement listed thereon, which is attached to this Plan as Exhibit A, as may be amended by the Debtor from time to time prior to the Confirmation Date.

1.76 "**Section 510(b) Claim**" means any Claim against the Debtor arising from rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor, for damages arising from the purchase or sale of such security, or for reimbursement or contribution Allowed under section 502 of the Bankruptcy Code on account of such a Claim.

1.77 "**Secured Claim**" means a Claim that is secured by a Lien on property in which the Estate has an interest or that is subject to setoff under 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.

1.78 "**Secured Note**" means that certain $120 million Amended and Restated 5.0% Convertible Second Lien Promissory Note dated September 28, 2018, by and among the Debtor and JPMS, as amended, restated or otherwise modified from time to time in accordance with its terms.

1.79 "**Secured Note Claim**" means approximately $167 million in aggregate outstanding principal and interest under the Secured Note.

1.80 "**Securities Act**" means the Securities Act of 1933, as now in effect or hereafter amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

1.81 "**Solicitation**" means the Debtor's formal request for acceptances of this Plan, consistent with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and applicable non-bankruptcy law.

1.82 "**Subsidiary Interests**" means the Debtor's interests in each of its direct non-debtor subsidiaries, including, without limitation Triangle Real Estate Properties, LLC; Ranger Fabrication, LLC; Nine Point Energy Holdings, Inc.; and Triangle Caliber Holdings, LLC.

1.83 "**Term Loan Claim**" means the approximately $2.0 million in outstanding principal under the Term Loan Agreement.

1.84 "**Term Loan Agreement**" means that certain $5.0 million Term Loan Agreement, between JPMC and the Debtor.

1.85 "**Third Party Released Claims**" shall have the meaning set forth in Article III.D of this Plan.

1.86 "**Unexpired Lease**" means a lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.87 "**Unimpaired**" means any Claim that is not designated as Impaired.

1.88 "**Unimpaired Claim**" means Administrative Claims, Priority Tax Claims and any Claim arising prior to the Effective Date in Classes 1, 3 and 4 of this Plan.

1.89 "**U.S.**" means the United States of America.

1.90 "**U.S. Trustee**" means the Office of the United States Trustee for the District of Delaware.

1.91 "**Voting Class**" means Class 2.

1.92 "**Voting Record Date**" means the date for determining which Holders are entitled to receive the Disclosure Statement and vote to accept or reject this Plan, as applicable, which date is May 7, 2019, for the Holder of the Claim in the Voting Class.

1.93 "**Voting Deadline**" means the date by which a Holder of a Claim entitled to vote on this Plan must deliver a Ballot to accept or reject this Plan.

ARTICLE II.

TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on this Plan.

A. Administrative Claims

Subject to subparagraph (i) below, in full and complete satisfaction, settlement, discharge and release of each Allowed Administrative Claim, except to the extent that a Holder of such Allowed Administrative Claim and either (x) the Debtor, or (y) the Reorganized Debtor, as applicable, agrees in writing to less favorable treatment, the Debtor or Reorganized Debtor, as applicable, shall pay to each Holder of an Allowed Administrative Claim, Cash in an amount equal to such Allowed Administrative Claim on, or as soon thereafter as is reasonably practicable (a) the Effective Date or, if payment is not then due, (b) on the due date of such Allowed Administrative Claim; *provided*, *however*, that Administrative Claims incurred by the Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

(i) Professional Fee Claims

(1) Professionals shall submit final fee applications seeking approval of all Professional Fee Claims no later than the Professional Claims Bar Date. These applications remain subject to Bankruptcy Court approval under the standards established by the Bankruptcy Code, including the requirements of sections 327, 328, 330, 331, 363, 503(b), and 1103 of the Bankruptcy Code, as applicable. Payments to Professionals shall be made upon entry of an order approving such Professional Fee Claims.

(2) The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course without the need for Bankruptcy Court approval.

(3) On the Effective Date, the Debtor or the Reorganized Debtor will establish and fund the Professional Fee Escrow with Cash equal to the Professional Fee Escrow Amount.

B. Priority Tax Claims

On the Effective Date, each Holder of an Allowed Priority Tax Claim will, as determined by the Debtor or the Reorganized Debtor, as applicable, be satisfied in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.

C. Statutory Fees

Notwithstanding anything herein to the contrary, on the Effective Date, the Debtor shall pay, in full, in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation pursuant to 28 U.S.C. § 1930(a)(6). On and after the Effective Date, to the extent that the Chapter 11 Case remains open, and for so long as the Reorganized Debtor remains obligated to pay quarterly fees, the Reorganized Debtor shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. The Debtor or Reorganized Debtor, as applicable, shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of the Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. Introduction

All Claims and Equity Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below in accordance with section 1123(a)(1) of the Bankruptcy Code. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant to this Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released or otherwise settled prior to the Effective Date.

B. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Entitled to Vote?
Class 1	Term Loan Claim	Unimpaired	No (deemed to accept)
Class 2	Secured Note Claim	Impaired	Yes
Class 3	Other Secured Claims	Unimpaired	No (deemed to accept)
Class 4	General Unsecured Claims	Unimpaired	No (deemed to accept)
Class 5	Equity Interests & Section 510(b) Claims	Impaired	No (deemed to reject)

C. Classification and Treatment of Claims and Equity Interests

(i) *Class 1—Term Loan Claim*

(1) Classification: Class 1 consists of the Term Loan Claim. The Term Loan Claim is hereby Allowed for all purposes in the aggregate amount of $2,000,000.00.

(2) Treatment: Except to the extent that JPMC agrees to a less favorable treatment or as otherwise provided herein, in full and final satisfaction, settlement, release, and discharge of and in exchange for the Allowed Term Loan Claim, on the Effective Date or as soon as reasonably practicable thereafter, the Allowed Term Loan Claim be converted into and deemed to be obligations under the Exit Facility Credit Agreement.

(3) Impairment and Voting: Class 1 is Unimpaired by this Plan. The Holder of the Allowed Term Loan Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of the Allowed Term Loan Claim is not entitled to vote to accept or reject this Plan.

(ii) *Class 2—Secured Note Claim*

(1) Classification: Class 2 consists of the Secured Note Claim. The Secured Note Claim is hereby Allowed for all purposes in the amount of $167,130,687.38.

(2) Treatment: Except to the extent that JPMS agrees to a less favorable treatment or as otherwise provided herein, in full and final satisfaction, settlement, release, and discharge of and in exchange for the Allowed Secured Note Claim, on the Effective Date or as soon as reasonably practicable thereafter, JPMS shall receive 100% of the New Common Stock to be issued by the Reorganized Debtor.

(3) Impairment and Voting: Class 2 is Impaired by this Plan and JPMS is entitled to vote to accept or reject this Plan.

(iii) *Class 3—Other Secured Claims*

(1) Classification: Class 3 consists of all Other Secured Claims. All Other Secured Claims are Allowed.

(2) Treatment: In full and final satisfaction, settlement, discharge and release of, and in exchange for, each Other Secured Claim, on the Effective Date, at the option of the Debtor, each Other Secured Claim shall be (i) paid in full in Cash, (ii) Unimpaired and Reinstated or (iii) treated on such other terms as either the Debtor or the Reorganized Debtor, as applicable, and the Holder(s) thereof may agree.

(3) Impairment and Voting: Class 3 is Unimpaired by this Plan. Each Holder of an Other Secured Claim is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject this Plan.

(iv) *Class 4—General Unsecured Claims*

(1) Classification: Class 4 consists of all General Unsecured Claims.

(2) Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, (A) payment in Cash in an amount equal to such Allowed General Unsecured Claim on the later of (x) the Effective Date or (y) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Allowed General Unsecured Claim; or (B) such other treatment as may be required so as to render such Allowed General Unsecured Claim Unimpaired.

(3) Impairment and Voting: Class 4 is Unimpaired by this Plan. Each Holder of a General Unsecured Claim is conclusively presumed to have accepted this Plan

pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of a Allowed a General Unsecured Claim is not entitled to vote to accept or reject this Plan.

(v) *Class 5—Equity Interests & Section 510(b) Claims*

(1) Classification: Class 5 consists of all Equity Interests & Section 510(b) Claims.

(2) Treatment: On the Effective Date, all Equity Interests and Section 510(b) Claims shall be cancelled, and Holders of Equity Interests and Section 510(b) Claims shall receive no recovery under this Plan.

(3) Impairment and Voting: Class 5 is Impaired by this Plan, and each Holder of an Equity Interest and/or Section 510(b) Claim is conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of an Equity Interest and/or Section 510(b) Claim is not entitled to vote to accept or reject this Plan.

D. Special Provisions Regarding Unimpaired Claims

The Debtor, the Reorganized Debtor and any other Entity shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment, if any, as to Unimpaired Claims. Holders of Unimpaired Claims shall not be required to file a proof of claim with the Bankruptcy Court and shall retain all their rights under applicable non-bankruptcy law to pursue their Unimpaired Claims in any forum with jurisdiction over the parties. Notwithstanding anything to the contrary in this Plan, each Holder of an Allowed Other Secured Claim shall be entitled to enforce its rights in respect of such Unimpaired Claim against the Debtor or the Reorganized Debtor, as applicable, until such Unimpaired Claim has been either (a) paid in full (i) on terms agreed to between the Holder of such Unimpaired Claim and the Debtor or the Reorganized Debtor, as applicable, or (ii) in accordance with the terms and conditions of the applicable documentation or laws giving rise to such Unimpaired Claim or (b) otherwise satisfied or disposed of as determined by a court of competent jurisdiction. If the Debtor or the Reorganized Debtor dispute any Unimpaired Claim, such dispute shall be determined, resolved or adjudicated pursuant to applicable non-bankruptcy law.

E. Subordinated Claims

Pursuant to section 510 of the Bankruptcy Code, the Debtor or the Reorganized Debtor, as applicable, reserve the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Acceptance by Class Entitled to Vote

Class 2 is the only Class of Claims of the Debtor that is entitled to vote to accept or reject this Plan. Class 2 shall have accepted this Plan if JPMS votes to accept this Plan.

B. Presumed Acceptance of the Plan

Classes 1, 3 and 4 are Unimpaired by this Plan and are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.

C. Deemed Rejection of the Plan

Class 5 is Impaired by this Plan and is conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code.

D. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

The Debtor may request Confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtor, with the consent of the JPM Parties, reserves the right to modify this Plan or the Disclosure Statement to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THIS PLAN

A. Corporate and Organizational Existence; Reorganized Capital Structure and the New Common Stock

Except as otherwise provided in this Plan, the Debtor shall continue to exist after the Effective Date as a corporate Entity, with all the powers of a corporation pursuant to the laws of the State of Delaware and pursuant to its certificate of incorporation and bylaws in effect prior to the Effective Date, as amended by this Plan, the Plan Supplement, or otherwise and as set forth in the Amended Certificate of Incorporation and the Amended By-Laws.

On the Effective Date, the new capital structure of the Reorganized Debtor shall consist of the Exit Facility and the New Common Stock. The rights, priorities and restrictions with respect to the New Common Stock shall be governed by the Amended Certificate of Incorporation and the Amended By-Laws.

B. Organizational Documents of the Reorganized Debtor

On the Effective Date, pursuant to this Plan, the Amended By-Laws and Amended Certificate of Incorporation shall become effective and be deemed to amend and restate the Debtor's existing certificate or articles of incorporation and by-laws and each holder of New Common Stock shall be automatically deemed a party thereto and bound thereby in accordance with the terms of the Amended By-Laws and Amended Certificate of Incorporation. To the extent necessary, the organizational documents of the Reorganized Debtor will (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code, and (ii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtor may amend and restate the Amended By-Laws, Amended Certificate of Incorporation, and other applicable organizational documents, as permitted by applicable law and pursuant to the terms contained therein.

C. Directors and Officers of Reorganized Debtor; Corporate Governance

The New Board shall be selected by JPMS, in its capacity as Holder of the Allowed Secured Note Claim, in accordance with the Amended By-Laws and Amended Certificate of Incorporation, effective as of the Effective Date. To the extent not previously disclosed, the Debtor will disclose prior to or at the Confirmation Hearing, the affiliations of each Person proposed to serve on the New Board or as an officer of the Reorganized Debtor, and, to the extent such Person is an insider other than by virtue of being a manager, director or officer, the nature of any compensation for such Person.

D. Issuance of New Securities and Related Documents

On the Effective Date, the Reorganized Debtor will be authorized to, and will, issue and execute, as applicable, the New Common Stock and related documents, 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 subject to the terms of this Plan, the Amended By-Laws and Amended Certificate of Incorporation.

The issuance and distribution of the New Common Stock will be made in reliance on the exemption from registration under the Securities Act provided by section 1145(a) of the Bankruptcy Code, or section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, in each case to the extent applicable, and will be exempt from registration under applicable securities laws.

E. Restructuring Transactions

Prior to, on, or after the Effective Date, and pursuant to this Plan, the Debtor, and/or the Reorganized Debtor, as applicable, shall implement the Restructuring Transactions. The Debtor and/or the Reorganized Debtor, as applicable, shall take any actions, as agreed to by the JPM Parties, as may be necessary or appropriate to effect a restructuring of the Debtor's business or the overall organization or capital structure consistent with the terms of this Plan. All matters provided for pursuant to this Plan that would otherwise require approval of the equity holders, directors or officers of the Debtor (as of or prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law, the provisions of the Amended By-Laws and Amended Certificate of Incorporation, and without any requirement of further action by the equity holders, managing members, members, managers, directors, or officers of the Debtor, or the need for any approvals, authorizations, actions or consents of any Person.

F. Vesting of Assets in the Reorganized Debtor

Except as provided elsewhere in this Plan, or in the Confirmation Order, on or after the Effective Date, all property and assets of the Estate, including without limitation, (a) all of the Subsidiary Interests, (b) all Causes of Action and Avoidance Actions, but only to the extent such Causes of Action and Avoidance Actions have not been waived or released pursuant to the terms of this Plan, pursuant to an order of the Bankruptcy Court, or otherwise, (c) NOLs and other similar tax attributes, and any property and assets acquired by the Debtor pursuant to this Plan, will vest in the Reorganized Debtor, free and clear of all Liens or Claims.

Except as may be otherwise provided in this Plan, on and after the Effective Date, the Reorganized Debtor may operate its business and may use, acquire or 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 this Plan, the Confirmation Order, the Amended By-Laws or the Amended Certificate of Incorporation.

G. Release of Liens, Claims and Equity Interests

Except as otherwise provided in this Plan (and, in particular, Articles III(C)(iii) and III(C)(iv)) or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, concurrently with the applicable distributions made pursuant to this Plan, all Liens, Claims, or Equity Interests in or against the property of the Estate will be fully released, terminated, extinguished and discharged, 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. Any Entity holding such Liens, Claims, or Equity Interests will, if necessary, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtor such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtor and shall incur no liability to any Entity in connection with its execution and delivery of any such instruments.

H. Cancellation of Stock, Certificates, Instruments and Agreements

On the Effective Date, all stock, units, instruments, certificates, agreements and other documents evidencing the Equity Interests will be cancelled, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

I. Corporate Action

Each of the matters provided for under this Plan involving the corporate structure of the Debtor or any corporate action to be taken by or required of the Debtor or Reorganized Debtor shall be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by shareholders, creditors or directors of the Debtor or the Reorganized Debtor, as applicable. To the extent permitted by applicable law the authorizations and approvals contemplated by this Article V.I shall be effective notwithstanding any requirements under nonbankruptcy law.

J. Preservation and Maintenance of Debtor Causes of Action

(i) Maintenance of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, except as otherwise provided in Article X or elsewhere in this Plan or the Confirmation Order, or in any contract, instrument, release, or other agreement entered into in connection with this Plan, on and after the Effective Date, the Reorganized Debtor (and only the Reorganized Debtor) shall retain any and all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including in an adversary proceeding filed in the Chapter 11 Case.

(ii) Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is (A) expressly waived, relinquished, released, compromised or settled in this Plan (including, and for the avoidance of doubt, the releases contained in Article X of this Plan) or any Final Order (including the Confirmation Order), or (B) subject to the discharge and injunction provisions in Article X of this Plan, and the Confirmation Order, in the case of each of clauses (A) and (B), the Debtor and the Reorganized Debtor, as applicable, expressly reserve such Cause of Action for later adjudication and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action upon or after the Confirmation of this Plan or the Effective Date of this Plan based on this Plan or the Confirmation Order. No Entity may rely on the absence of a specific reference in this Plan, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Causes of Action against it. The Debtor and the Reorganized Debtor, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan.

K. Exemption from Certain Transfer Taxes

Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers or mortgages from or by the Debtor to the Reorganized Debtor or any other Person or entity pursuant to this Plan 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, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Such exemption under section 1146(a) of the Bankruptcy Code specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, Lien, or other security interest; (2) the making or assignment of any lease or sublease; (3) any Restructuring Transaction; (4) the issuance, distribution, and/or sale of any of the New Common Stock and any other securities of the Debtor or the Reorganized Debtor; or (5) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with this Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under this Plan.

L. Distributions

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the Debtor or Reorganized Debtor to make payments required pursuant to this Plan will be paid from the Cash balances of the Debtor or the Reorganized Debtor, as applicable. Cash payments to be made pursuant to this Plan will be made by the Reorganized Debtor, as applicable, or any designated Affiliates of the Reorganized Debtor on its behalf.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

(i) Automatic Rejection. Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (ii) has been previously assumed or rejected by the Debtor by Final Order of the Bankruptcy Court or has been assumed by the Debtor by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to assume pending as of the Effective Date; or (iv) is otherwise assumed pursuant to the terms herein.

The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Counterparties to Executory Contracts or Unexpired Leases that are deemed rejected as of the Effective Date shall have the right to assert any Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code, subject to compliance with the requirements of this Plan.

(ii) Claims Procedures Related to Rejection of Executory Contracts or Unexpired Leases. Unless otherwise provided by a Bankruptcy Court order, any proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed no later than thirty (30) days after the later of the Effective Date or the effective date of rejection. Any proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtor or the Reorganized Debtor, without the need for any objection by the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims.

B. Assumption of Executory Contracts and Unexpired Leases; Cure of Defaults

(i) Upon the occurrence of the Effective Date, each Executory Contract or Unexpired Lease (other than Executory Contracts or Unexpired Leases that (a) has been previously rejected by the Debtor by Final Order of the Bankruptcy Court or has been rejected by the Debtor by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date or (b) is the subject of a motion to reject pending as of the Effective Date) listed on the Schedule of Assumed Executory Contracts and Unexpired Leases, which is attached to this Plan as Exhibit A, shall be assumed, or assumed and assigned, as applicable, and shall

vest in and be fully enforceable by the Reorganized Debtor or its assignee in accordance with such contract or lease's terms, except as modified by the provisions of this Plan or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law.

(ii) Any monetary defaults under each Executory Contract or Unexpired Lease to be assumed pursuant to this Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure amount in Cash, on the later of (1) the Effective Date and (2) the date such payment is due pursuant to the terms of the assumed Executory Contract or Unexpired Lease, as applicable, in the amount set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases, which is attached to this Plan as Exhibit A, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Any objection by a counterparty to the Cure amount associated with any Executory Contract or Unexpired Lease to be assumed pursuant to this Plan must be filed, served and actually received by the Debtor by no later than seven (7) days prior to the date of the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented thereto and will be deemed to have forever released and waived any objection to the proposed assumption or Cure amount. In the event of a dispute regarding (1) the Cure amount, (2) the ability of the Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (3) any other matter pertaining to assumption, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. **Any proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.**

C. Assumption of Insurance Policies

Notwithstanding anything in this Plan to the contrary, each of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under this Plan. On the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Debtor shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto, including all D&O Liability Insurance Policies (including any obligations to obtain tail coverage liability insurance due to the change in control triggered on the Effective Date). Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtor's assumption of, and assignment to, the Reorganized Debtor of all such insurance policies, including the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in this Plan, Confirmation shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies, including the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed and assigned by the Debtor to the Reorganized Debtor under this Plan as to which no proof of claim need be filed, and shall survive the Effective Date.

After the Effective Date, the Reorganized Debtor shall not terminate or otherwise reduce, modify or restrict in any way, the coverage under any D&O Liability Insurance Policy (including such tail coverage liability insurance) in effect as of the Effective Date, and all directors and officers of the Debtor who served in such capacity as of the Petition Date shall be entitled to the full benefits of any such policy for the full term of such policy (and all tail coverage related thereto) regardless of whether such directors and/or officers remain in such positions after the Effective Date.

D. Indemnification

The indemnification provisions in any Indemnification Agreement with respect to or based upon any act or omission taken or omitted by an indemnified party in such indemnified party's capacity under such Indemnification Agreement will be Reinstated (or assumed, as the case may be) and will survive effectiveness of this Plan; *provided, however*, that nothing in this Article VI.D of the Plan shall (i) reinstate any Claim against the Debtor which has been released or discharged in any contract, instrument, release or other agreement or document entered into or delivered prior to the Petition date, or (ii) provide for the assumption of any indemnification agreement not expressly assumed pursuant to this Plan.

E. Reservation of Rights

Nothing contained in this Plan shall constitute an admission by the Debtor, Reorganized Debtor, or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtor or Reorganized Debtor have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor or Reorganized Debtor, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distribution Record Date

Distributions hereunder to the Holders of Allowed Claims shall be made to the Holders of such Claims as of the Distribution Record Date. Any transfers of Claims after the Distribution Record Date shall not be recognized for purposes of this Plan unless otherwise provided herein.

B. Dates of Distributions

Except as otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the distributions that this Plan provides for Allowed Claims in the applicable Class and in the manner provided herein. In the event that any payment or act under this Plan is required to be made or performed on a date that is not on a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as otherwise provided in this Plan, Holders of Allowed Claims shall not be entitled to interest, dividends or accruals on the distributions provided for therein, regardless of whether distributions are delivered on or at any time after the Effective Date.

C. Distribution Agent

Except as otherwise provided in this Plan, all distributions under this Plan shall be made by the Distribution Agent. The Distribution Agent shall be empowered to (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan, (b) make all distributions contemplated hereby, (c) empower professionals to represent it with respect to its responsibilities, and (d) exercise such other powers as are necessary and proper to implement the provisions hereof. If the Distribution Agent is an entity other than the Reorganized Debtor, such entity shall be paid its reasonable fees and expenses, including the reasonable fees and expenses of its attorneys or other professionals.

D. Cash Distributions

Distributions of Cash may be made either by check drawn on a domestic bank or wire transfer from a domestic bank, at the option of the Reorganized Debtor.

E. Allocation Between Principal and Interest

Distributions to any Holder of an Allowed Claim shall be allocated first to the principal amount of any such Allowed Claim, and then, to the extent the consideration exceeds such amount, to the remainder of such Claim comprising interest accrued through the Effective Date, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

F. Withholding Taxes

Pursuant to section 346(f) of the Bankruptcy Code, the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by federal, state or local taxing authorities and shall be entitled to deduct any federal, state or local withholding taxes from any distributions made with respect to Allowed Claims, as appropriate. From and as of the Effective Date, the Reorganized Debtor shall comply with all reporting obligations imposed on it by any Governmental Unit in accordance with applicable law with respect to such withholding taxes. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtor shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. As a condition to receiving any distribution under this Plan, the Reorganized Debtor may require that the Holder of an Allowed Claim entitled to receive a cash distribution pursuant to this Plan provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Reorganized Debtor to comply with applicable tax reporting and withholding laws. Notwithstanding the foregoing, each Holder of an Allowed Claim that is to receive a distribution hereunder shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding and other tax obligations, on account of such distribution.

G. Surrender of Canceled Instruments or Securities

Except as otherwise provided herein, as a condition precedent to receiving any distribution on account of its Allowed Claim, the Holder of the Allowed Claim in the Voting Class based upon an instrument or other security shall be deemed to have surrendered such instrument, security or other documentation underlying such Claim and all such surrendered instruments, securities and other documentation shall be deemed canceled pursuant to Article V.L of this Plan.

ARTICLE VIII.

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

Effectiveness of this Plan is subject to the satisfaction of each of the following conditions precedent:

(i) The Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed and shall be reasonably acceptable to the JPM Parties; and

(ii) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance acceptable to the Debtor and the JPM Parties, and the Confirmation Order shall, among other things, provide that the Debtor and the Reorganized Debtor are authorized to take all actions necessary or appropriate to enter into, implement, and consummate the agreements and documents created in connection with this Plan;

(iii) the Professional Fee Escrow shall have been funded;

(iv) all governmental and third-party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions; and

(v) all documents and agreements necessary to implement this Plan shall have (i) been tendered for delivery and (ii) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

B. Waiver of Conditions

The conditions to the Effective Date of this Plan set forth in this Article VIII may be waived only if waived in writing by the Debtor, with the reasonable consent of the JPM Parties; *provided*, that the condition requiring that the Confirmation Order shall have been entered by the Bankruptcy Court may not be waived.

ARTICLE IX.

RETENTION OF JURISDICTION

A. Retention of Jurisdiction

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the Debtor and this Plan as is legally permissible, including jurisdiction to:

(i) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;

(ii) grant or deny any applications for allowance of Professional Fee Claims;

(iii) resolve any matters related to the assumption of any Executory Contract or Unexpired Lease to which the Debtor is party;

(iv) resolve any issues related to any matters adjudicated in the Chapter 11 Case;

(v) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

(vi) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending or that may be commenced in the Chapter 11 Case as of the Effective Date, and grant or deny any applications involving the Debtor that may be pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date; *provided*, that the Reorganized Debtor shall reserve the right to commence actions in all appropriate forums and jurisdictions;

(vii) resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of this Plan, the Confirmation Order, and all orders previously entered into by the Bankruptcy Court, or any Entity's obligations incurred in connection with this Plan;

(viii) issue and enforce injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of this Plan;

(ix) enforce the terms and condition of this Plan and the Confirmation Order;

(x) resolve any cases, controversies, suits or disputes with respect to the releases, the exculpations, the indemnification provisions and other provisions contained in Article X hereof and enter such orders or take such others actions as may be necessary or appropriate to

implement, enforce, or determine the scope of all such releases, exculpations, injunctions and other provisions;

(xi) enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

(xii) resolve any cases, controversies, suits or disputes that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture or other agreement or document adopted or entered into in connection with this Plan or the Disclosure Statement;

(xiii) consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any order previously entered by the Bankruptcy Court, including the Confirmation Order;

(xiv) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xv) hear any other matter not inconsistent with the Bankruptcy Code; and

(xvi) enter an order closing the Chapter 11 Case.

As of the Effective Date, notwithstanding anything in this Article IX to the contrary, the Amended By-Laws and Amended Certificate of Incorporation shall be governed by the respective jurisdictional provisions therein.

B. Failure of Bankruptcy Court to Exercise Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter, including the matters set forth in Article IX.A of this Plan, the provisions of this Article IX shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE X.

EFFECTS OF CONFIRMATION

A. General Settlement of Claims

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim may have with respect to any Allowed Claim, or any distribution to be made on account of such Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, its Estate, the Reorganized Debtor and Holders of Claims and is fair, equitable, and reasonable.

B. Binding Effect

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR, AND EACH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASE OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR AFFIRMATIVELY VOTED TO REJECT THIS PLAN.

C. Discharge of the Debtor

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests herein will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor or any of its assets, property, or Estate; (ii) this Plan will bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders abstained from voting to accept or reject this Plan or voted to reject this Plan; (iii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and the Debtor's liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g), 502(h) or 502(i) of the Bankruptcy Code; and (iv) except as otherwise expressly provided for in this Plan, all Entities will be precluded from asserting against, derivatively on behalf of, or through, the Debtor, the Debtor's Estate, the Reorganized Debtor, each of their successors and assigns, and each of their assets and properties, any other Claims or Equity Interests based upon

any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

D. Exculpation and Limitation of Liability

To the maximum extent permitted under applicable non-bankruptcy law, the Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, filing, disseminating, implementing, administering, confirming or effecting the consummation of the Chapter 11 Case, this Plan, the Disclosure Statement, the Amended By-Laws and Amended Certificate of Incorporation, or any other contract, instrument, release or other agreement or document created or entered into in connection with this Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement, or Confirmation or consummation of this Plan; *provided*, *however*, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct, but in all respects each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, this Plan.

E. Releases by the Debtor

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE DEBTOR AND ITS ESTATE SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT THE DEBTOR OR THE DEBTOR'S ESTATE WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE DEBTOR'S RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASE, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS

TREATED IN THIS PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THIS PLAN OR THE DISTRIBUTION OF THE NEW COMMON STOCK AND RELATED DOCUMENTS OR OTHER PROPERTY UNDER THIS PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED*, *HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THIS PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE DEBTOR OR THE REORGANIZED DEBTOR TO ENFORCE THIS PLAN, THE CONFIRMATION ORDER, THE ISSUANCE OF THE NEW COMMON STOCK OR ANY RELATED AGREEMENTS, INSTRUMENTS AND OTHER DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED OR REINSTATED PURSUANT TO THIS PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

F. Releases by Holders of Claims

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE DEBTOR AND ITS ESTATE AND THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH OF THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE DEBTOR AND ITS ESTATE AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR OR THE DEBTOR'S ESTATE, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH RELEASING PARTY WOULD

HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE DEBTOR'S RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASE, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THIS PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR OR ANY RELEASED PARTY, ON ONE HAND, AND ANY RELEASING PARTY, ON THE OTHER HAND, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE ISSUANCE OF THE NEW COMMON STOCK AND/OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, ANY ACTION OR ACTIONS TAKEN IN FURTHERANCE OF OR CONSISTENT WITH THE ADMINISTRATION OR IMPLEMENTATION OF THIS PLAN OR THE DISTRIBUTION OF THE NEW COMMON STOCK, OR OTHER PROPERTY UNDER THIS PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE ARISING FROM OR RELATING TO ANY OF THE FOREGOING, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; *PROVIDED*, *HOWEVER*, THAT THE FOREGOING PROVISIONS OF THIS RELEASE (I) SHALL OPERATE TO WAIVE AND RELEASE ONLY THOSE CAUSES OF ACTION EXPRESSLY SET FORTH IN AND RELEASED BY THIS PLAN AND (II) SHALL NOT OPERATE TO WAIVE AND RELEASE THE RIGHTS OF THE RELEASING PARTIES TO ENFORCE THIS PLAN, THE CONFIRMATION ORDER, THE NEW COMMON STOCK OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED OR REINSTATED PURSUANT TO THIS PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

G. Injunction

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, AS OF THE EFFECTIVE DATE, ALL PERSONS OR ENTITIES THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A CLAIM THAT IS DISCHARGED OR AN EQUITY INTEREST THAT IS TERMINATED PURSUANT TO THE TERMS OF THIS PLAN ARE PERMANENTLY ENJOINED AND PRECLUDED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH DISCHARGED CLAIMS OR TERMINATED EQUITY INTERESTS OR RIGHTS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST ANY RELEASED PARTY (OR PROPERTY OR ESTATE OF ANY RELEASED PARTY) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH

RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES, AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY; (II) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (III) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE AGAINST THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (IV) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTOR OR THE REORGANIZED DEBTOR OR THEIR RESPECTIVE PROPERTY, *PROVIDED*, THAT ANY RIGHTS OF SETOFF AND RECOUPMENT OF ANY ENTITY OR PERSON ARE PRESERVED FOR THE PURPOSE OF ASSERTING SUCH RIGHTS AS A DEFENSE TO ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTOR OR ITS ESTATE REGARDLESS OF WHETHER SUCH ENTITY OR PERSON IS THE HOLDER OF AN ALLOWED CLAIM; AND (V) COMMENCING OR CONTINUING ANY ACTION, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED OR COMPROMISED PURSUANT TO THIS PLAN, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THIS PLAN.

H. Protection Against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtor 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 Debtor, or another Entity with whom the Reorganized Debtor has been associated, solely because the Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Case (or during the Chapter 11 Case but before the Debtor is granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Case.

ARTICLE XI.

MISCELLANEOUS PROVISIONS

A. Modification of Plan

The Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend, supplement, amend and restate, or otherwise modify this Plan prior to the entry of the Confirmation Order; (b) after the entry of the Confirmation Order, the Debtor or the Reorganized Debtor, as applicable, may, after notice and hearing and entry of an order of the Bankruptcy Court, amend, supplement, amend and restate, or otherwise modify this Plan in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan; and (c) a Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as amended, supplemented, amended and restated, or otherwise modified, if the proposed amendment, supplement, amendment and restatement, or other modification does not materially and adversely change the treatment of the Claim of such Holder, or release any claims or liabilities reserved by such Holder under this Plan. Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019. Prior to the Effective Date, the Debtor may make appropriate technical adjustments to this Plan without further order or approval of the Bankruptcy Court.

B. Revocation of Plan

The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to file subsequent chapter 11 plan(s). If the Debtor revokes or withdraws this Plan, or if Confirmation or consummation of this Plan does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtor or any other Entity.

C. Severability of Plan Provisions

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will 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 will then be applicable as altered or interpreted and the Debtor may amend, supplement, amend and restate, or otherwise modify this Plan to correct the defect, by amending or deleting the offending provision or otherwise, or

may withdraw this Plan. Notwithstanding any such holding of the Bankruptcy Court, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

D. Successors and Assigns

The rights, benefits and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of that Person or Entity.

E. Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Case, either by virtue of sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, shall remain in full force and effect until the Effective Date has occurred.

F. Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Effective Date shall have occurred. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtor or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtor with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or Equity Interest or other Entity, in each case, prior to the Effective Date.

G. Notices

Any notice, request, or demand required or permitted to be made or provided to or upon the Debtor or the JPM Parties under this Plan shall be (i) in writing, (ii) served by (a) certified mail, return receipt requested, (b) hand delivery, (c) overnight delivery service, (d) facsimile transmission or (e) email transmission, and (iii) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile or email transmission, upon confirmation of transmission, addressed as follows:

If to the Debtor:

Triangle Petroleum Corporation
100 Fillmore Street
5th Floor
Denver, Colorado 80206
Attn: Ryan D. McGee, Esq. (rmcgee@trianglepetroleum.com)

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

Counsel to the Debtor

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Kelley A. Cornish, Esq. (kcornish@paulweiss.com)
Alexander Woolverton, Esq. (awoolverton@paulweiss.com)

Facsimile: (212) 373-3990

– and –

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Attn: Pauline K. Morgan, Esq. (pmorgan@ycst.com)
Andrew L. Magaziner, Esq. (amagaziner@ycst.com)
Shane Reil, Esq. (sreil@ycst.com)
Facsimile: (302) 571-1253

If to the JPM Parties:

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Attn: Lawrence J. Kotler, Esq. (ljkotler@duanemorris.com)
Facsimile: (215) 979-1020

H. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

I. Exhibits

All exhibits and schedules to this Plan, including the Exhibits, are incorporated and are a part of this Plan as if set forth in full herein.

J. Conflicts

In the event of a conflict between this Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of a conflict between the Confirmation Order and this Plan, the Confirmation Order shall control.

K. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtor, the Reorganized Debtor, the Holders of Claims and Equity Interests, the Released Parties, and each of their respective successors and assigns.

L. Entire Agreement

On the Effective Date, this Plan, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

M. Reservation of Rights

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtor with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to any Claims or Equity Interests prior to the Effective Date.

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May 7, 2019
Denver, Colorado

TRIANGLE PETROLEUM CORPORATION

/s/ Ryan D. McGee
Name: Ryan D. McGee
Title: Chief Executive Officer

EXHIBIT A

SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

All Executory Contracts and Unexpired Leases of the Debtor listed on this Exhibit A shall be deemed to be assumed by the Debtor on the Effective Date pursuant to Article VI.B of the Plan, and the Cure amount for each such Executory Contract or Unexpired Lease shall be the amount designated below. To the extent that the Debtor has entered into or does enter into any amendment or modification of any of the Executory Contracts or Unexpired Leases being assumed under this Exhibit A and Article VI.B of the Plan in connection with, or prior to, the assumption of such Executory Contracts or Unexpired Leases, such Executory Contracts or Unexpired Leases will be assumed as amended or modified.

Nothing contained in the Plan or its exhibits, including this Schedule of Proposed Cure Amounts, shall constitute an admission by the Debtor, Reorganized Debtor, or any other party that any contract or lease (including any listed below) is in fact an Executory Contract or Unexpired Lease or that the Debtor or Reorganized Debtor has any liability thereunder.

No.	Cure Amount	Debtor Entity Name	Description of Contract	Contract Counterparty
1.	$0	Triangle Petroleum Corp.	Corporate Credit Card	American Express
2.	$0	Triangle Petroleum Corp.	Website Hosting	adWhite LLC
3.	$0	Triangle Petroleum Corp.	Registered Agent Services	CT Corporation
4.	$0	Triangle Petroleum Corp.	Payroll Processing	Paylocity
5.	$0	Triangle Petroleum Corp.	Online Signature Service	DocuSign
6.	$0	Triangle Petroleum Corp.	Headquarters Office Lease	Regus
7.	$0	Triangle Petroleum Corp.	Email Hosting	Google

No.	Cure Amount	Debtor Entity Name	Description of Contract	Contract Counterparty
8.	$0	Triangle Petroleum Corp.	Employment Agreement	Ryan McGee
9.	$0	Triangle Petroleum Corp.	Special Compensation Agreement	Ryan McGee
10.	$0	Triangle Petroleum Corp.	Human Resources Consultant	Fraser & KMH Group, LLC
11.	$0	Triangle Petroleum Corp.	401(k) Plan Advisor	Western Wealth Benefits
12.	$0	Triangle Petroleum Corp.	Website Domain	Easy DNS
13.	$0	Triangle Petroleum Corp.	Conference Call Hosting Service	Unlimited Conferencing
14.	$0	Triangle Petroleum Corp.	IT Consultant	Long View Systems

Exhibit B

Structure Chart

TRIANGLE ORGANIZATIONAL STRUCTURE

*Ownership is 100% except where indicated

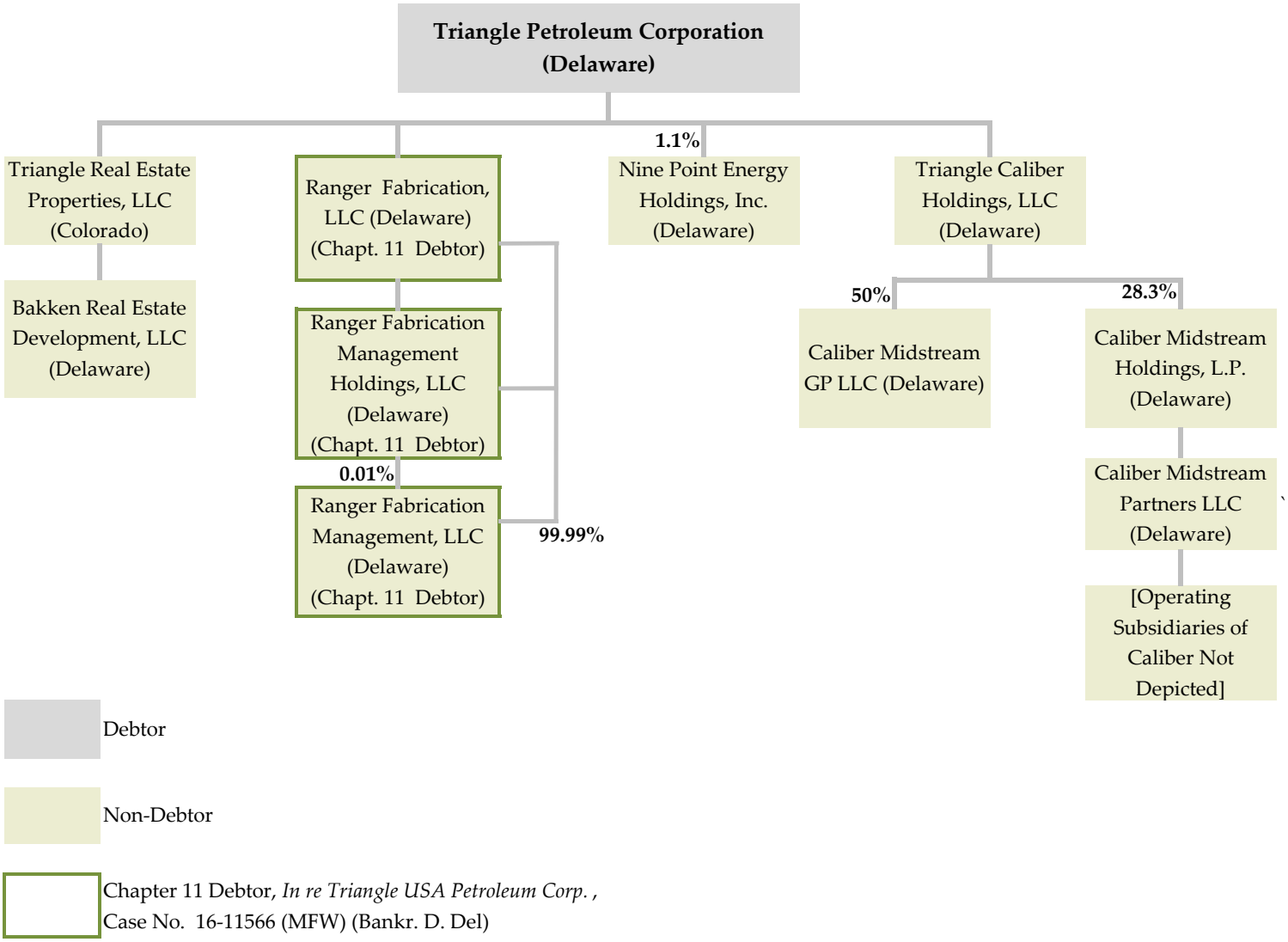

Exhibit C

Financial Projections

Financial Projections

In connection with the Disclosure Statement, the Debtor's management team ("Management") prepared financial projections ("Financial Projections") for the Reorganized Debtor for the seven months ending January 31, 2020 and fiscal years 2021 and 2022 (the "Projection Period"). The Financial Projections were prepared by Management and are based on a number of assumptions made by Management with respect to the future performance of Reorganized Triangle's operations.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, THE DEBTOR AND REORGANIZED DEBTOR CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT REORGANIZED DEBTOR'S FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Debtor believes that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtor analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION. FINANCIAL STATEMENTS ARE NOT PREPARED IN CONFORMITY WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. THE DEBTOR'S INDEPENDENT AUDITOR HAS NOT EXAMINED, COMPILED OR PERFORMED ANY PROCEDURES WITH RESPECT TO THE PROSPECTIVE FINANCIAL INFORMATION CONTAINED IN THIS EXHIBIT AND, ACCORDINGLY, IT DOES NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON SUCH INFORMATION OR ITS ACHIEVABILITY. THE DEBTOR'S INDEPENDENT AUDITOR ASSUMES NO RESPONSIBILITY FOR, AND DENIES ANY ASSOCIATION WITH, THE PROSPECTIVE FINANCIAL INFORMATION.

Principal Assumptions for the Financial Projections

The Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of the Reorganized Debtor, and other matters, many of which are beyond the control of the Debtor. In addition, the assumptions do not take into account the uncertainty and disruption of business that may accompany a restructuring in Bankruptcy Court. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the Projection Period will likely vary from the projected results. These variations may be material. Accordingly, no representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Reorganized Debtor to achieve the projected results of operations. In deciding whether to vote to accept or reject the Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections. Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan. See the additional risk factors discussed in the Disclosure Statement.

Under Accounting Standards Codification "ASC" 852, "Reorganizations" ("ASC 852"), the Debtor notes that the Financial Projections reflect the operational emergence from chapter 11 but not the impact of fresh start accounting that will likely be required upon emergence. Fresh start accounting requires all assets, liabilities, and equity instruments to be valued at "fair value." The Financial Projections account for the reorganization and related transactions pursuant to the Plan.

While the Debtor expects that it will be required to implement fresh start accounting upon emergence, it has not yet completed the work required to quantify the impact to the Financial Projections. When the Debtor fully implements fresh start accounting, differences are anticipated and such differences could be material.

Safe Harbor under the Private Securities Litigation Reform Act of 1995

The Financial Projections contain statements which constitute "forward-looking statements" within the meaning of the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (the "Exchange Act"). Forward-looking statements in the Financial Projections include the intent, belief, or current expectations of the Debtor and Management with respect to the timing of, completion of, and scope of the current restructuring, reorganization plan, bank financing, and debt and equity market conditions and the Reorganized Debtor's future liquidity, as well as the assumptions upon which such statements are based. While the Debtor believes that the expectations are based on reasonable assumptions within the bounds of its knowledge of its business and operations, parties in interest are cautioned that any such forward-looking statements are not guarantees of future performance, and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

General Assumptions

Basis of Accounting

The projections were prepared on a basis of accounting that may not reflect generally accepted accounting principles. Should GAAP be fully reflected, material changes may be required to the presentation of financial information contained herein.

Fiscal Periods

The Debtor operates on a fiscal calendar that runs from February 1st to January 31st of each year, thus the current projections include the remainder of fiscal 2020 (ending January 31, 2020) and full years of fiscal 2021 and fiscal 2022 (ending January 31, 2021 and January 31, 2022, respectively).

Effective Date

Projections were based on an assumed petition filing date of May 5, 2019 and an expected effective date of June 20, 2019.

Income Statement Assumptions

Gross Revenues

Post-effective date, the Debtor's primary source of revenue will stem from its ownership of Bakken Real Estate Development LLC ("BRED"), which owns a portfolio of residential and commercial real estate in Western North Dakota. Generally, the Debtor recognizes income and loss generated from BRED on the equity method of accounting. BRED is expected to generate positive net income and cash flows from the lease of its properties, and the assumption for these financial projections is that all net income will be paid to the Debtor in the form of a dividend. Net income at BRED is projected to increase 3% in each of fiscal 2021 and fiscal 2022.

Additional revenues may be generated from interest income earned on cash balances held in money market or other cash-like investment accounts. Interest income is forecast using an approximate rate of 0.5% for the remainder of fiscal 2020 and for fiscal 2021, and rising to 0.75% for fiscal 2022.

Interest Expense

The Exit Facility will be provided by one or more of the JPM Parties. The pre-petition outstanding balance of $2 million is assumed to be converted into the Exit Facility on the Effective Date. No borrowings or repayments are projected. The assumed interest rate on the exit facility is L+700, with an initial average one-month LIBOR rate of 2.5% for the rest of fiscal 2019, rising to an average 3.0% in fiscal 2021 and 4.0% in fiscal 2022.

Bank Fees
Bank fees represent costs associated with the revolving line of credit. Projections are for increases of 3% in each of the succeeding fiscal years.

Insurance
Post-Effective Date, insurance is projected at an annualized rate of $50,000 with 3% increases in future years. Current insurance costs are significantly higher due to the company previously being public. Substantial savings are expected post-effective date, but actual policy premiums may be significantly different than the current assumption.

Payroll
The Debtor currently has one employee with an all-in cost of approximately $45,000 per month including benefits and payroll taxes. This is forecast to continue through fiscal 2021 and rise 3% in fiscal 2022.

Professional Fees
Professional fees are estimated at $10,000 per month through the end of fiscal 2021 and rising to $125,000 per year in fiscal 2022. Actual professional fees may vary significantly.

Taxes
The reorganized Company is not expected to incur any significant federal or state income taxes due to the usage of substantial net operating losses. Certain minimum franchise and other taxes may be due and are projected at $50,000 per year in fiscal 2021 and fiscal 2022.

Balance Sheet Assumptions
Prepaid Assets
Though certain payments may be made in advance, such as those for insurance or limited office space, for purposes of the projections all expenses are assumed to be paid when expensed and thus no prepaid assets are included in the projections.

Investments
Investments are assumed to be recorded at their fair market values post-effective date. Fair market values are estimated and will not reflect actual fair market values as determined by the new equity owners of the reorganized debtors in conjunction with fresh start accounting. The value of the shares held in Nine Point Energy is projected to remain at current cost, the investment in Ranger is expected to be written-off to $0, and the projected investment values in BRED and Caliber are projected based on the factors discussed in the liquidation analysis.

Term Loan Credit Agreement
The amount outstanding under the Exit Facility is assumed to equal the amount outstanding under the Term Loan Credit Agreement. All credit facilities are assumed to be provided by one or more of the JPM Parties on terms set forth in the Plan.

Other Assets and Liabilities
Other assets and liabilities represent asset and obligations that are expected to arise in the ordinary course of business including security deposits, vendor payables, and similar. Activity is held constant for the duration of the projections.

Reorganized Triangle Petroleum Corporation
Projected Financial Statements - Fiscal Year 2020 through 2022
As of April 30, 2019

Actual $	June Projected	July Projected	August Projected	September Projected	October Projected	November Projected	December Projected	January Projected	7 Mos FY20 Projected	FY21 Projected	FY22 Projected
Income/(loss) from BRED		$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 560,000	$ 988,800	$ 1,018,464
Miscellaneous revenue		1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000	14,543	21,114
Gross revenue		$ 81,000	$ 81,000	$ 81,000	$ 81,000	$ 81,000	$ 81,000	$ 81,000	$ 567,000	$ 1,003,343	$ 1,039,578
Interest expense - revolver		21,333	21,333	21,333	21,333	21,333	21,333	21,333	149,333	200,000	220,000
Bank fees		3,917	3,917	3,917	3,917	3,917	3,917	3,917	27,417	48,410	49,862
Insurance		4,167	4,167	4,167	4,167	4,167	4,167	4,167	29,167	51,500	53,045
Payroll		46,000	46,000	46,000	46,000	46,000	46,000	46,000	322,000	550,000	566,500
Professional fees		10,000	10,000	10,000	10,000	10,000	10,000	10,000	70,000	120,000	125,000
Taxes		-	13,000	-	-	13,000	-	-	26,000	65,000	70,000
Other expenses		5,000	5,000	5,000	5,000	5,000	5,000	5,000	35,000	61,800	63,654
Total expenses		$ 90,417	$ 103,417	$ 90,417	$ 90,417	$ 103,417	$ 90,417	$ 90,417	$ 658,917	$ 1,096,710	$ 1,148,061
Net income/(loss)		$ (9,417)	$ (22,417)	$ (9,417)	$ (9,417)	$ (22,417)	$ (9,417)	$ (9,417)	$ (91,917)	$ (93,367)	$ (108,484)

($000s)	June Projected	July Projected	August Projected	September Projected	October Projected	November Projected	December Projected	January Projected	7 Mos FY20 Projected	FY21 Projected	FY22 Projected
Cash	$ 3,000	$ 2,991	$ 2,969	$ 2,959	$ 2,950	$ 2,927	$ 2,918	$ 2,909	$ 2,909	$ 2,815	$ 2,707
Prepaid assets	-	-	-	-	-	-	-	-	-	-	-
Investment in Nine Point Energy	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382
Investment in Ranger	-	-	-	-	-	-	-	-	-	-	-
Investment in BRED	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Investment in Caliber	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Other assets	5	5	5	5	5	5	5	5	5	5	5
Total assets	$ 67,387	$ 67,378	$ 67,355	$ 67,346	$ 67,336	$ 67,314	$ 67,304	$ 67,295	$ 67,295	$ 67,202	$ 67,093
Revolving line of credit	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Other accrued liabilities	30	30	30	30	30	30	30	30	30	30	30
Total liabilities	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030	$ 2,030
Total equity	$ 65,357	$ 65,348	$ 65,325	$ 65,316	$ 65,306	$ 65,284	$ 65,274	$ 65,265	$ 65,265	$ 65,172	$ 65,063
Total liabilities and equity	$ 67,387	$ 67,378	$ 67,355	$ 67,346	$ 67,336	$ 67,314	$ 67,304	$ 67,295	$ 67,295	$ 67,202	$ 67,093

Exhibit D

Liquidation Analysis

Liquidation Analysis

Overview

Under the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a chapter 11 plan unless the plan provides each holder of an allowed claim or interest that does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate that the Plan satisfies the best interests of creditors test, the Debtor, with the assistance of their restructuring advisors, Development Specialists, Inc., have prepared the hypothetical liquidation analysis (the "Liquidation Analysis"), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis. The Liquidation Analysis sets forth an estimated range of recovery values for each Class of Claims and Interests upon disposition of assets pursuant to a hypothetical chapter 7 liquidation.

As illustrated by the Liquidation Analysis, holders of Claims in certain Unimpaired Classes that would receive a full recovery under the Plan would receive less than a full recovery in a hypothetical liquidation. Additionally, holders of Claims or Interests in Impaired Classes would not receive a higher recovery in a hypothetical liquidation than they would under the Plan. Further, no holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtor believes that the Plan satisfies the "best interests of creditors" test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtor based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtor, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation. The underlying financial information in the Liquidation Analysis and values stated herein have not been subject to any review, compilation, or audit by any independent accounting firm. In addition, various liquidation decisions upon which certain assumptions are based are subject to change. As a result, the actual amount of claims against the Debtor's estate could vary significantly from the estimates stated herein, depending on the nature and amount of claims asserted during the pendency of the chapter 7 case. Similarly, the value of the Debtor's assets in a liquidation scenario is uncertain and could vary significantly from the values set forth in the Liquidation Analysis.

The Liquidation Analysis was prepared for the sole purpose of generating a reasonable and good faith estimate of the recoveries that would result if the Debtor's assets were liquidated in accordance with chapter 7 of the Bankruptcy Code and is not intended and should not be used for any other purpose. The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference (other than those specifically identified below), fraudulent transfer, or other litigation or avoidance actions, or (iii) certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NEITHER THE DEBTOR'S NOR ITS ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTOR WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTOR IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the chapter 11 cases, but which could be asserted and allowed in a chapter 7 liquidation, such as chapter 7 administrative claims such as wind down costs, trustee fees, and tax liabilities. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtor's estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTOR. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtor converted its current chapter 11 cases to cases under chapter 7 of the Bankruptcy Code on or about May 1, 2019 (the "Liquidation Date"). Except as otherwise noted herein, the Liquidation Analysis is based upon the unaudited financial statements of the Debtor as of March 31, 2019 and those values, in total, are assumed to be representative of the Debtor's assets and liabilities as of the Liquidation Date. It is assumed that on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtor's estate, during which time all of the assets of the Debtor would be sold and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law: (i) ***first***, for payment of liquidation and wind down expenses, trustee fees, and professional fees attributable to the liquidation and wind down (together, the "Wind Down Expenses"); (ii) ***second***, to pay the costs and expenses of other administrative claims that may arise from the termination of the Debtor's operations; (iii) ***third***, to pay the secured portions of all Allowed Secured Claims; and (iv) ***fourth***, to pay amounts on the Allowed Other Priority Claims.

The Liquidation Analysis is based on the book values of the Debtor's assets and liabilities as of March 31, 2019, or more recent values where available. The Debtor's management team believes that the March 31, 2019 book value of assets and certain liabilities are a proxy for such book values as of the Liquidation Date. This Liquidation Analysis assumes assets of the Liquidating Entities will be sold in under a reasonable length liquidation process (the "Liquidation Timeline") under the direction of the Trustee, utilizing the Debtor's resources and third-party advisors, to allow for the orderly wind down of the Debtor's estate. There can be no assurance that the liquidation would be completed in a limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally at distressed process) as is compatible with the best interests of parties-in-interest. The Liquidation Analysis is also based on the assumptions that: (i) the Debtor has continued access to cash collateral during the course of the Liquidation Timeline to fund Wind Down Expenses and (ii) accounting, treasury, IT, and other management services needed to wind down the estate continue.

Conclusion

The Debtor has determined, as summarized in the following analysis, confirmation of the Plan will provide creditors with a recovery that is not less than what they would otherwise receive in connection with a liquidation of the Debtor under chapter 7 of the Bankruptcy Code. The following analysis and notes provide a summary of the asset recoveries and payments projected in a chapter 7 liquidation.

Triangle Petroleum Corporation
Liquidation Analysis
Prepared as of March 31, 2019

Category	Book Value at 03/31/19	Recovery % Low	Recovery % High	Recovery $ Low	Recovery $ High	Notes
Cash	$ 3,614,338	100%	100%	$ 3,614,338	$ 3,614,338	**(1)**
Prepaid Assets - Insurance	910,738	0%	0%	-	-	**(2)**
Prepaid Assets - Directors Fees	75,000	0%	0%	-	-	**(3)**
Other Assets - Retainers and Security Deposits	83,828	10%	15%	8,383	12,574	**(4)**
Investment in Nine Point Energy	1,381,555	50%	150%	690,778	2,072,333	**(5)**
Investment in Ranger	(1,972,280)	0%	0%	-	-	**(6)**
Investment in BRED	1,206,971	-	-	12,900,000	13,700,000	**(7)**
Investment in Caliber	54,590,558	-	-	45,000,000	55,000,000	**(8)**
Tax Assets - Net Operating Losses	-	0%	0%	-	-	**(9)**
Gross proceeds available for claims	$ 59,890,708	104%	124%	$ 62,213,498	$ 74,399,245	
Administrative Claims						
Chapter 7 Trustee Fees				$ 1,866,405	$ 2,231,977	**(10)**
Legal and professional fees				250,000	100,000	**(11)**
Other administrative claims				-	-	**(12)**
Net proceeds available for secured claims				$ 60,097,093	$ 72,067,268	
Recovery on adminstrative claims				*100.0%*	*100.0%*	
Secured Claims						
JPMorgan Chase Bank N.A.				$ 2,000,000	$ 2,000,000	
J.P. Morgan Securities LLC				167,130,687	167,130,687	
Net proceeds available for priority unsecured claims				$ -	$ -	
Recovery on secured claims				*35.5%*	*42.6%*	
Priority Claims						
Tax obligations				$ -	$ -	
Pension and other employee claims				-	-	
Net proceeds available for general unsecured claims				$ -	$ -	
Recovery on general unsecured claims				*0.0%*	*0.0%*	
General Unsecured Claims						
Unsecured notes payable				$ -	$ -	
Estimated vendor claims				300,000	300,000	
Net proceeds available to equity				$ -	$ -	
Recovery on general unsecured claims				*0.0%*	*0.0%*	

Notes:

(1) Cash represents the amount recorded to the debtor's books and records.

(2) Prepaid insurance consists solely of the funding made to purchase tail coverage on D&O policies. The run-off period would commence on filing of a Chapter 7 petition (or conversion of the Chapter 11 case to a case under Chapter 7 and as such the premium would not be returnable.

(3) Directors of the corporation are paid $25,000 per month in advance for four months. Assuming a petition date of May 5, 2019, no further obligation would be required.

(4) Retainers have been paid primarily to bankruptcy professionals or to parties that have performed services to the Company but have not yet presented invoices. Most retainer balances will have been used. The Company also has a small security deposit (<$4k) with Regus, who is its office landlord.

(5) Triangle owns a minority investment in Nine Point Energy Holdings, Inc. (f/k/a Triangle USA Petroleum Corporation) stemming from the settlement of its proofs of claim filed in the Triangle USA bankruptcy case (Case No. 16-11566 in the District of Delaware). The company filed claims for $7,250,00 and agreed to a settlement for a claim of $4,605,184. Based on the estimated recovery of 29-30% contained in the Triangle USA disclosure statement, the Company is carrying the investment at $1.4 million. Actual market value may vary , and no formal valuations have been performed.

(6) Ranger is a subsidiary of the debtors that has been shut down due to losses and no recovery is expected. The negative carrying value derived from the equity method of accounting requiring the Company to recognize net losses incurred at Ranger. Ranger is currently a Chapter 11 debtor (Case No. 16-11565 (Bankr. D. Del)).

(7) BRED is a subsidiary of the debtors that owns commerical and residential property in Western North Dakota that is rented on a triple-net basis to a third-party. The book value was compared to a market analysis for the real estate owned by the subsidiary, net of associated mortgages, to estimate the potential range in value. Actual value may vary significantly depending on market factors in place at the actual time of liquidation.

(8) The investment in Caliber was recently valued using the limited information available. Due to previous losses, the book value of the investment is substantially above the current estimated fair market value of the investment. The actual value of the Company's ownership interest in Caliber may be materially different from that estimated solely for purposes of this analysis.

(9) Net operating losses would not be available for carryforward in a Chapter 7 liquidation and therefore would result in no proceeds to the liquidation estate. NOLs are valued at $0 in the general ledger.

(10) Chapter 7 trustee fees were estimated at 3% of gross proceeds available for claims.

(11) Legal and professional fees incurred by the Trustee in conducting the liquidation were estimated based on professional judgment.

(12) No other administrative expenses would be expected if the Chapter 11 case was converted into a case under Chapter 7, as the Plan and Disclosure Statement are being filed contemporaneously with the petition.