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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
ERG Intermediate Holdings, LLC, <i>et al.</i> , ¹	§	Jointly Administered
	§	
Debtors.	§	Case No.: 15-31858-hdh-11

**NOTICE OF: (I) ENTRY OF ORDER
CONFIRMING FIRST AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION DATED SEPTEMBER 18, 2015, AS AMENDED, IN RESPECT OF
ERG INTERMEDIATE HOLDINGS, LLC AND ITS AFFILIATED DEBTORS;
(II) EFFECTIVE DATE; AND (III) BAR DATES FOR CERTAIN ADMINISTRATIVE
CLAIMS, PROFESSIONAL FEE CLAIMS AND REJECTION DAMAGE CLAIMS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. On October 30, 2015 (the "Confirmation Date"), the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the First Amended Joint Chapter 11 Plan of Reorganization Dated September 18, 2015, As Amended, In Respect of ERG Intermediate Holdings, LLC And Its Affiliated Debtors (the "Plan") in the chapter 11 cases of the above-captioned debtors (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are ERG Intermediate Holdings, LLC (2521); ERG Resources, L.L.C. (0408); West Cat Canyon, L.L.C. (7377); ERG Interests, LLC (2081); and ERG Operating Company, LLC (8385). ERG Intermediate Holdings, LLC is the direct or indirect parent of each of its affiliated Debtors. The mailing address for each of the Debtors, with the exception of ERG Operating Company, LLC, is 333 Clay Street Suite 4400, Houston, TX 77002. The mailing address for ERG Operating Company, LLC is 4900 California Avenue Suite 300B, Bakersfield, CA 93309. The above addresses are listed solely for the purposes of notices and communications.

2. Effective Date. Pursuant to the Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms, and the Effective Date occurred, on November 12, 2015.

3. Releases.

a. **Releases by the Debtors and Reorganized Debtors.** As of the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their Affiliates, the Estates and their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them, forever release, waive and discharge all Claims that they have, or had against any Released Party except with respect to any obligations arising under or in connection with the Plan, including in connection with any agreement, document, or contract entered into or delivered in connection with the Plan; provided that the foregoing provisions will have no effect on the liability of any Person otherwise resulting from any act or omission since the Petition Date to the extent that such act or omission is determined in a Final Order to have constituted willful misconduct. As of the Effective Date, without limiting the generality or effect of the foregoing, the Debtors are deemed to release and forever waive and discharge any and all Lambert Road Avoidance Actions.

b. **General Release by Holders of Claims and Membership Interests.** As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the Cash, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, except for the Prepetition Agent and the Prepetition Lenders, each holder of a Claim or Membership Interest (solely in its capacity as such) that voted in favor of the Plan to the fullest extent permissible under law, is deemed to forever release, waive and discharge all Claims in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the exhibits to the Plan and the Plan Supplement, the Disclosure Statement, or the Prepetition Facility that such Person has, had or may have against any Released Party (which release will be in addition to the discharge of Claims provided in the Plan and under the Confirmation Order and the Bankruptcy Code), except with respect to any obligations arising under or in connection with the Plan or any act, event, injury, omission, transaction, or agreement arising after the Effective Date (other than Claims relating to such act, event, injury, omission, transaction or agreement first arising or occurring prior to the Effective Date); provided, however, that the foregoing provision has no effect on the liability of any Person otherwise resulting from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted willful misconduct.

4. Discharge of Claims

a. Pursuant to section 1141(d) of the Bankruptcy Code, and, except as set forth in Section 4.1(b) of the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan are in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Membership Interests, and Causes of Action of any nature whatsoever, including any interest accrued from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property is distributed or retained pursuant to the Plan on

account of such Claims and Membership Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. The provisions of Section 14.4 of the Plan do not apply to the Prepetition Facility Claims.

b. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order is a judicial determination, as of the Effective Date, of a discharge of all Claims, including any debts and liabilities against the Debtors, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against a Debtor at any time, to the extent that such judgment relates to a discharged Claim.

5. Injunctions.

a. As of the Effective Date, all Persons who have been, are, or may be holders of Claims against or Membership Interests in the Debtors are permanently enjoined from taking any of the following actions against or affecting the Reorganized Debtors, the Debtors, the Estates, the Assets, the Disbursing Agent, the ERG Plan Trust, the Exempt Assets Trust, or any of their respective current or former members, directors, managers, officers, employees, agents, trustees, professionals or successors and assigns (other than Scott Y. Wood and his non-Debtor Affiliates) or their respective assets and property with respect to such Claims or Membership Interests (other than actions brought to enforce any rights or obligations under the Plan and other than with respect to the Prepetition Facility Claims):

- i. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);
- ii. enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;
- iii. creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and
- iv. asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which the Debtors may have or assert in respect of the above referenced Claims are fully preserved in accordance with Section 15.11 of the Plan.

b. In addition, the Confirmation Order enjoins permanently the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims released pursuant to the Plan. Nothing contained in Section 14.7 of the Plan affects the rights of (i) the Exempt Assets Trust from asserting, prosecuting, or enforcing any judgment

obtained in respect of any Transferred Cause of Action; or (ii) the Prepetition Agent and the Prepetition Lenders from asserting, prosecuting, or enforcing against any non-Debtor party any rights in respect of or relating to the Prepetition Loan Documents, including rights against Scott Y. Wood in respect of any and all associated guaranties and mortgages, subject to the terms of the Restructuring Support Agreement.

6. Bar Dates.

a. **Time for Filing Administrative Claims.** The holder of an Administrative Claim, other than (i) a Fee Claim; (ii) a liability incurred and payable in the ordinary course of business by the Estate (and not past due); (iii) an Administrative Claim that has been Allowed on or before the Effective Date; or (iv) a DIP Facility Claim, must file with the Bankruptcy Court and serve on the Reorganized Debtors, the Exempt Assets Trustee, and the Office of the United States Trustee, notice of such Administrative Claim within forty (40) days after service of this Notice of the Effective Date (i.e., by December 22, 2015). Such notice must include at a minimum (A) the name of the holder of the Claim; (B) the amount of the Claim; and (C) the basis of the Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

b. **Time for Filing Fee Claims.** Professional Persons asserting a Fee Claim for services rendered before the Effective Date must, unless previously filed, file with the Bankruptcy Court and serve on the Reorganized Debtors and the Disbursing Agent and such other entities who are designated by the Bankruptcy Rules, the Professional Fee Order, the Confirmation Order or other order of the Bankruptcy Court an application for final Allowance of such Fee Claim no later than 30 days after the Confirmation Date; provided, however, that any Professional Person who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order).

Objections to any Fee Claim must be filed with the Bankruptcy Court and served on the Reorganized Debtors and the Disbursing Agent and the requesting party by the later of (A) 14 days after the Filing of the applicable request for payment of the Fee Claim or (B) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Fee Claims.

The failure to timely file and serve a Fee Application shall result in the Fee Claim being forever barred and discharged.

c. **Rejection Damage Claims.** Notwithstanding anything in the Bar Date Order to the contrary, Claims created by the rejection of executory contracts and unexpired leases or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date are Unsecured Claims and must be filed with the Bankruptcy Court and served on the Debtors or, if after the Effective Date, the Reorganized Debtors, the Exempt Assets Trustee, and the ERG Plan Trustee: (a) in the case of an executory contract or unexpired lease rejected by the Debtors prior to the Confirmation Date, in accordance with the order rejecting

such executory contract or unexpired lease; or (b) in the case of an executory contract or unexpired lease that (i) was terminated or expired by its terms prior to the Confirmation Date; or (ii) is rejected pursuant to the Plan, no later than thirty (30) days after the Confirmation Date (i.e., by November 30, 2015.) Any such Claims for which a proof of claim is not filed and served by the deadlines set forth herein will be forever barred from assertion and shall not be enforceable against the Debtors or their Estates. Except as otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as Unsecured Claims under the Plan subject to objection by the Disbursing Agent.

7. Service Upon Claims and Noticing Agent. Proofs of claim that are required to be filed in accordance with the terms of the Plan, the Confirmation Order or other applicable orders of the Bankruptcy Court must be served on the Debtors' claims and noticing agent, All proofs of claim must be filed so as to be received **on or before the applicable Bar Date**, at the following address:

If via first class mail:

ERG Intermediate Holdings, LLC Claims
Processing Center
c/o Epiq Bankruptcy Solutions, LLC
P.O. Box 4419
Beaverton, OR 97076-4419

If via messenger or overnight mail:

ERG Intermediate Holdings, LLC Claims
Processing Center
c/o Epiq Bankruptcy Solutions, LLC
10300 SW Allen Blvd
Beaverton, OR 97005

Proofs of claim will be deemed filed only when **actually received** by the Debtors' claims agent, Epiq Bankruptcy Solutions, LLC. **Proofs of claim may not be delivered by facsimile or electronic mail transmission.** Any facsimile or electronic mail submissions will not be accepted and will not be deemed filed until a proof of claim is submitted by one of the methods described above.

8. Notice Parties' Service Addresses. Any notices, requests, and demands required or permitted to be provided under the Plan, in order to be effective, shall be in writing (including, without express or implied limitation, by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attn: Tom A. Howley

With a copy to:

ERG Resources, LLC
Three Allen Center
333 Clay Street, Suite 4400
Houston, TX 77002
Attn: Kelly Plato

**If to the Prepetition Agent or the
DIP Agent:**

CLMG Corp.
7195 Dallas Parkway
Plano, TX 75024
Attn: James Erwin

With a copy to:

White & Case LLP
555 South Flower Street, Suite
2700
Los Angeles, CA 90071
Attn: Roberto J. Kampfner

If to the Committee:

Pachulski Stang Ziehl & Jones
LLP
780 Third Avenue, 34th Floor
New York, NY 10017
Attn: Robert J. Feinstein

If to the Exempt Assets Trustee:

Jason R. Searcy
SEARCY & SEARCY P.C.
446 Forest Square
P.O. Box 3929
Longview, TX 75606

With a copy to:

Pachulski Stang Ziehl & Jones
LLP
780 Third Avenue, 34th Floor
New York, NY 10017
Attn: Robert J. Feinstein

If to the ERG Plan Trustee:

Sean Clements
Opportune LLP
711 Louisiana St #3100
Houston, TX 77002

If to the United States Trustee:

Office of the United States Trustee
1100 Commerce Street, Room 976,
Dallas, TX 75242
Attn: Erin Schmidt

9. Copies of the Plan, Confirmation Order and Proof of Claim Forms.

Copies of the Plan, the Confirmation Order and Proof of Claim Forms may be obtained free of charge at <http://dm.epiq11.com/ERG>.

Dated: November 12, 2015

BY ORDER OF THE COURT

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