

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

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 In re: : Chapter 11
 :
 LONESTAR RESOURCES US INC., *et al.*,¹ : Case No. 20-34805 (DRJ)
 :
 Debtors. : (Jointly Administered)
 :
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**NOTICE OF (I) COMMENCEMENT
OF CHAPTER 11 BANKRUPTCY CASES, (II)
COMBINED HEARING ON DISCLOSURE STATEMENT
AND CONFIRMATION OF JOINT PREPACKAGED CHAPTER 11
PLAN, AND (III) OBJECTION AND VOTING DEADLINES,
AND SUMMARY OF DEBTORS’ JOINT PREPACKAGED CHAPTER 11 PLAN**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

TO: ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, LONESTAR RESOURCES US INC. AND ITS AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on September 30, 2020 (the “**Petition Date**”), Lonestar Resources US Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Lonestar Resources US Inc. (4035), Lonestar Resources Intermediate Inc. (2449), LNR America Inc. (3936), Lonestar Resources America Inc. (5863), Amadeus Petroleum Inc. (8763), Albany Services, L.L.C. (3185), T-N-T Engineering, Inc. (0348), Lonestar Resources, Inc. (8204), Lonestar Operating, LLC (5228), Poplar Energy, LLC (5718), Eagleford Gas, LLC (5513), Eagleford Gas 2, LLC (0638), Eagleford Gas 3, LLC (3663), Eagleford Gas 4, LLC (8776), Eagleford Gas 5, LLC (5240), Eagleford Gas 6, LLC (4966), Eagleford Gas 7, LLC (3078), Eagleford Gas 8, LLC (7542), Eagleford Gas 10, LLC (2838), Eagleford Gas 11, LLC (5951), Lonestar BR Disposal LLC (0644), and La Salle Eagle Ford Gathering Line LLC (8877). The Debtors’ address is 111 Boland Street, Suite 300, Fort Worth, TX 76107.

PLEASE TAKE FURTHER NOTICE THAT on October 1, 2020, the Bankruptcy Court entered an order [Docket No. 83] conditionally approving the *Disclosure Statement for Joint Prepackaged Plan of Reorganized for Lonestar Resources US Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. 28].

PLEASE TAKE FURTHER NOTICE THAT on September 28, 2020, prior to the Petition Date, the Debtors commenced solicitation of votes on the Plan (as defined below) from Holders of Claims and Equity Interests in Class 4 (Prepetition RBL Claims), Class 5 (Prepetition Notes Claims), and Class 8 (Old Parent Preferred Interests) of record as of September 28, 2020 (the “**Prepetition Voting Record Date**”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors now intend to solicit votes from Holders of Equity Interests in Class 9 (Old Parent Common Interests) of record as of October 1, 2020 (the “**Postpetition Voting Record Date**”).

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “**Combined Hearing**”) is scheduled for November 9, 2020 at 2:00 p.m. (Prevailing Central Time) to consider approval of the Disclosure Statement on a final basis and confirmation of the *Joint Prepackaged Plan of Reorganization for Lonestar Resources US Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Plan**”).² The Combined Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.³ The Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, subject to the terms of the Restructuring Support Agreement, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during, or as a result of the Combined Hearing, without further notice to parties in interest.

Only Holders of Claims in Class 4 and Class 5 and Holders of Equity Interests in Class 8 and Class 9 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Equity Interests are deemed to accept the Plan and, therefore, are not entitled to vote.

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

³ If the hearing occurs over videoconference the Court will utilize GoToMeeting for the hearing. You should download the free GoToMeeting application on each device that will be used to connect to the hearing. If you choose to connect via a web browser, available literature suggests that Chrome is the preferred browser. Please note that connecting through a browser may limit the availability of some GoToMeeting features. To connect to the hearing, you should enter the meeting code “JudgeJones”. You can also connect using the link on Judge Jones’ homepage on the Southern District of Texas website. Once connected to GoToMeeting, click the settings icon in the upper right corner and enter your name under the personal information setting. In either event, audio for the Combined Hearing will be available by using the Court’s regular dial-in number. The dial-in number is +1 (832) 917-1510. You will be responsible for your own long-distance charges. You will be asked to key in the conference room number. Judge Jones’ conference room number is 205691.

VOTING DEADLINE

The deadline for the submission of votes for Holders of Claims and Equity Interests in Class 4, Class 5, Class 8, or Class 9 to accept or reject the Plan is November 3, 2020 at 5:00 p.m. (Prevailing Central Time) (the “Voting Deadline”).

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. On the Petition Date, the Debtors filed the Plan and Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors’ solicitation agent, Prime Clerk LLC (the “Solicitation Agent”), at the following website: <http://cases.primeclerk.com/lonestar>. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (877) 470-3035 (domestic, toll free) or (347) 897-4060 (local/international, toll) or by sending an electronic mail message to lonestarinfo@PrimeClerk.com with “Lonestar” in the subject line.

2. In accordance with sections 1122 and 1123 of the Bankruptcy Code, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1.	Other Priority Claims	Unimpaired	Deemed to Accept
2.	Other Secured Claims	Unimpaired	Deemed to Accept
3.	Secured Tax Claims	Unimpaired	Deemed to Accept
4.	<i>Prepetition RBL Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
5.	<i>Prepetition Notes Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
6.	General Unsecured Claims	Unimpaired	Deemed to Accept
7.	Intercompany Claims	Impaired	Deemed to Accept
8.	<i>Old Parent Preferred Interests</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
9.	<i>Old Parent Common Interests</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
10.	Old Lonestar Subsidiary Interests	Unimpaired	Deemed to Accept

3. Plan Treatment. Article III of the Plan sets forth the treatment to be provided to each Class of Claims and Equity Interests under the Plan.

4. Prepetition Voting Record Date. The Prepetition Voting Record Date is September 28, 2020. The Prepetition Voting Record Date is the date by which it was determined which Holders of Claims and Equity Interests in Class 4, Class 5 and Class 8 are entitled to vote on the Plan.

5. Postpetition Voting Record Date. The Postpetition Voting Record Date is October 1, 2020. The Postpetition Voting Record Date is the date by which it will be determined which Holders of Old Parent Common Interests in Class 9 are entitled to vote on the Plan.

6. Voting Deadline. The Voting Deadline for voting on the Plan is **5:00 p.m. prevailing Central Time on November 3, 2020**. If you held a Claim against or an Equity Interest in one or more of the Debtors as of the Prepetition Voting Record Date or, in the case of Class 9 Equity Interests, the Postpetition Voting Record Date, and are entitled to vote to accept or reject the Plan, you should have received the applicable Ballot and corresponding voting instructions. For your vote to be counted, you must: (a) follow such voting instructions carefully, (b) complete all the required information on the applicable Ballot; and (c) sign, date and return your completed Ballot so that it is **actually received** by the Solicitation Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline. If you are instructed to return your Beneficial Holder Ballot to your Nominee, you must submit your completed ballot to your Nominee in enough time for your Nominee to send a Master Ballot recording your vote to the Solicitation Agent by the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

7. Plan Objection Deadline. The deadline for filing objections to the Plan is **November 3, 2020 at 4:00 p.m. prevailing Central Time** (the “**Objection Deadline**”).

8. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity (as defined in section 101(15) of the Bankruptcy Code; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Objection Deadline by the parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

9. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: David A. Hammerman and Annemarie V. Reilly) (david.hammerman@lw.com and annemarie.reilly@lw.com) and Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II and Ashley L. Harper) (TadDavidson@HuntonAK.com and AshleyHarper@HuntonAK.com);
- Counsel to the agent for the Debtors' prepetition secured revolving credit facility: (i) Linklaters LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Margot Schonholtz and Penelope Jensen) (margot.schonholtz@linklaters.com and penelope.jensen@linklaters.com) and (ii) Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, TX 2770 (Attn: William A. Wood III) (trey.wood@bracewell.com);
- Counsel to the Ad Hoc Noteholder Group: Stroock & Stroock & Lavan LLP, 767 Third Avenue, New York, NY 10017 (Attn: Kristopher M. Hansen, Erez E. Gilad, and Jason M. Pierce) (khansen@stroock.com, egilad@stroock.com and jpierce@stroock.com) and Cole Schotz, P.C., 301 Commerce Street, Suite 1700, Fort Worth, Texas 76102 (Attn: Michael D. Warner) (mwarner@coleschotz.com);
- Counsel to any statutory committee appointed in these Chapter 11 Cases; and
- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duran.jr@usdoj.gov).

NON-VOTING STATUS OF HOLDERS OF CERTAIN CLAIMS AND EQUITY INTERESTS

10. As set forth above, certain Holders of Claims and Equity Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. The Holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), Class 6 (General Unsecured Claims), and Class 10 (Old Lonestar Subsidiary Interests) are Unimpaired. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims or Equity Interests in each of the foregoing Classes are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote.

11. Finally, while Class 7 is Impaired, such Holders are not entitled to vote as they are Debtors or Affiliates of Debtors and are also deemed to accept the Plan.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Article X.B – Release of Claims and Causes of Action

1. ***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, and the Reorganized Debtors (collectively, the “Debtor Releasing Parties”) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, Causes of Action, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Restructuring Support Agreement, the Term Sheets, the Prepetition RBL Loan Documents, the Swap Agreements (as defined in the Prepetition RBL Credit Agreement), the Prepetition Notes, the Prepetition Notes Indenture, the Exit Facilities, the Exit Facilities Loan Documents, the Postpetition Hedge Agreements, and the other Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Term Sheets, this Plan, the Disclosure Statement, the Plan Supplement, the Exit Facilities, the Exit Facilities Loan Documents, the Postpetition Hedge Agreements, and the other Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan or the solicitation of votes on this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release (A) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan (including, without limitation, the Exit Facilities Loan Documents) or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court and (B) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes a criminal act, fraud, willful misconduct, or gross negligence, in each case as determined by Final Order. The foregoing release shall be effective as of the Effective Date 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 Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor

Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims or any obligations of any Entity arising after the Effective Date under the Exit Facilities Loan Documents or the Postpetition Hedge Agreements or any document, instrument or agreement set forth in the Plan Supplement, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtor Releasing Parties asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. Release By Third Parties. Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Restructuring Support Agreement, the Term Sheets, the Prepetition RBL Loan Documents, the Swap Agreements, the Prepetition Notes, the Prepetition Notes Indenture, the Exit Facilities, the Exit Facilities Loan Documents, the Postpetition Hedge Agreements, and the other Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Term Sheets, this Plan, the Disclosure Statement, the Plan Supplement, the Exit Facilities, the Exit Facilities Loan Documents, the Postpetition Hedge Agreements, and the other Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (A) the rights of such Non-Debtor Releasing Party to enforce this Plan and the

contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan (including, without limitation, the Exit Facilities Loan Documents) or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court and (B) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes a criminal act, fraud, willful misconduct, or gross negligence, in each case as determined by Final Order. The foregoing release shall be effective as of the Effective Date 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 Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to confirmation of the Plan; (iii) given in exchange for substantial contribution; (iv) in exchange for the good and valuable consideration provided by the Released Parties that is important to the Plan; (v) a good faith settlement and compromise of the Claims released by the Third Party Release; (vi) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vii) fair, equitable and reasonable; (viii) given and made after due notice and opportunity for hearing; and (ix) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

Article X.E – Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising 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, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the Exit Facilities, the Exit Facilities Loan Documents, the Postpetition Hedge Agreements, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, the Term Sheets or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan (including, without limitation, the Exit Facilities Loan Documents and the Postpetition Hedge Agreements) or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date 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 Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article X.G – Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

Article X.H – Binding Nature Of Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Relevant Definitions Related to Release and Exculpation Provisions:

“Causes of Action” means any claims, causes of action (including Avoidance Actions), demands, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character

whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“Exculpated Parties” means, collectively, the Debtors, the Reorganized Debtors, the Prepetition RBL Secured Parties, the Postpetition Hedging Lenders, the Exit Facilities Lenders, the Exit Facilities Agent, the other parties to the Exit Facilities as of the Effective Date, the Consenting Noteholders, the Prepetition Notes Indenture Trustee, the Distribution Agents (solely in their capacity as such) and, in each case, the respective current and former subsidiaries, Affiliates (whether by operation of law or otherwise), officers, directors, principals, employees, members (including ex officio members and managing members), managers, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals that served in such capacity at any time.

“Indemnified Parties” means each of the Debtor’s respective directors, officers, and managers in their respective capacities as such.

“Litigation Claims” means the claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that any Debtor or any Estate had, has, or may in the future hold, against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exhaustive list of the Litigation Claims held by the Debtors as of the Effective Date will be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“Non-Debtor Releasing Parties” means, collectively: (a) the Prepetition RBL Secured Parties; (b) the Postpetition Hedging Lenders; (c) the Exit Facilities Lenders; (d) the Exit Facilities Agent; (e) the other parties to the Exit Facilities as of the Effective Date; (f) the Consenting Noteholders; (g) the members of the Ad Hoc Noteholders Group; (h) the Prepetition Notes Indenture Trustee; (i) the Distribution Agents (solely in their capacity as such); (j) the Old Parent Preferred Interest Holder; (k) each Holder of a Claim or Equity Interest that votes to accept the Plan; (l) each Holder of a Claim or Equity Interest in a Voting Class that either votes to reject the Plan or abstains from voting on the Plan and does not affirmatively opt out of the Third Party Release as provided on its respective ballot; and (m) each Holder of a Claim in a Non-Voting Class that does not affirmatively opt out of the Third Party Release as provided on its respective Opt Out Form; and in each case the respective Related Person of each of the foregoing Entities.

“Released Parties” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition RBL Secured Parties; (d) the Postpetition Hedging Lenders; (e) the Exit Facilities Lenders; (f) the Exit Facilities Agent; (g) the other parties to the Exit Facilities as of the Effective Date; (h) the Consenting Noteholders; (i) the members of the Ad Hoc Noteholders Group, (j) the Prepetition Notes Indenture Trustee; (k) the Distribution Agents (solely in their capacity as such); and (l) the Old Parent Preferred Interest Holder; and in each case the respective Related Persons of each of the foregoing Entities.

“Releasing Parties” means, collectively, the Debtor Releasing Parties and the Non-Debtor Releasing Parties.

“Reorganized Debtors” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to the Plan on or after the Effective Date, and their respective successors.

“*Reorganized Parent*” means, subject to the Restructuring Transactions, Lonestar Resources US Inc., a Delaware corporation, as reorganized pursuant to the Plan on or after the Effective Date, and its successors, or the new parent of the Reorganized Debtors, whether by merger, consolidation or otherwise, and which may be a corporation, limited liability company or partnership, as determined by the Debtors and the Required Consenting Noteholders (subject to the reasonable consent of the Prepetition RBL Agent).

SECTION 341 MEETING

12. A meeting of creditors pursuant to Section 341(a) of the Bankruptcy Code (the “**Section 341(a) Meeting**”) has been deferred. **The Section 341(a) Meeting will not be convened if the Plan is confirmed by November 27, 2020.** If the Section 341(a) Meeting will be convened, the Debtors will serve on the parties on whom it served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the website at <http://cases.primeclerk.com/lonestar> not less than twenty-one (21) days before the date scheduled for such meeting, a notice of, among other things, the date, time, and place of the Section 341(a) Meeting.

Signed: October 6, 2020
Houston, Texas

Respectfully Submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)
Ashley L. Harper (TX Bar No. 24065272)
600 Travis Street, Suite 4200
Houston, Texas 77002
Tel: 713-220-4200
Fax: 713-220-4285
Email: taddavidson@HuntonAK.com
ashleyharper@HuntonAK.com

-and-

LATHAM & WATKINS LLP

David A. Hammerman (*pro hac vice* admission pending)
Keith A. Simon (*pro hac vice* admission pending)
Annemarie V. Reilly (*pro hac vice* admission pending)
Madeleine C. Parish (*pro hac vice* admission pending)
885 Third Avenue
New York, New York 10022
Tel: 212-906-1200
Fax: 212-751-4864
Email: david.hammerman@lw.com
keith.simon@lw.com
annemarie.reilly@lw.com
madeleine.parish@lw.com

Proposed Counsel for the Debtors and Debtors in Possession