

FOREST OIL CORP  
Form PRER14A  
October 16, 2014  
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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, DC 20549**

**SCHEDULE 14A**

**Amendment No. 3**

**(Rule 14a-101)**

**INFORMATION REQUIRED IN PROXY STATEMENT**

**SCHEDULE 14A INFORMATION**

**Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to § 240.14a-12

**Forest Oil Corporation**

**(Name of Registrant as Specified In Its Charter)**

**(Name of Person(s) Filing Proxy Statement, if other than the Registrant)**

Payment of Filing Fee (Check the appropriate box):

- No fee required.  
 Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Common Stock, par value \$0.10 per share, of Forest Oil Corporation

Preferred Stock, par value \$0.01 per share, of Forest Oil Corporation

(2) Aggregate number of securities to which transaction applies:

163,711,510 shares of Common Stock

1,664,249 shares of Preferred Stock (convertible into 166,424,900 shares of Common Stock)

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

The underlying value of the transaction was determined based upon the market value of shares of Forest Oil Corporation common stock and the number of shares of Forest Oil Corporation common stock to be issued in the transaction as follows: (A) \$2.285, the average of the high and low prices per share of Forest Oil Corporation common stock on July 14, 2014, as quoted on the New York Stock Exchange multiplied by (B)(x) 163,711,510, the number of shares of Forest Oil Corporation common stock to be issued in the transaction plus (y) 166,424,900, the number of shares of Forest Oil Corporation common stock issuable upon conversion of the 1,664,249 shares of Forest Oil Corporation preferred stock to be issued in the transaction.

(4) Proposed maximum aggregate value of transaction:

\$754,361,697

(5) Total fee paid:

\$97,162

- Fee paid previously with preliminary materials.

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- x Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

\$34,148

(2) Form, Schedule or Registration Statement No.:

Form S-4

(3) Filing Party:

New Forest Oil Inc.

(4) Date Filed:

May 29, 2014

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**SUBJECT TO COMPLETION, DATED OCTOBER 16, 2014**

**IMPORTANT SHAREHOLDER MEETING PLEASE VOTE TODAY**

Dear Forest Oil Corporation Shareholder:

Forest Oil Corporation ( Forest ), Sabine Investor Holdings LLC ( Sabine Investor Holdings ) and FR XI Onshore AIV, LLC ( AIV Holdings ) have entered into a merger agreement providing for a combination of Forest's business with the business of Sabine Oil & Gas LLC ( Sabine ). In the transaction, Sabine Investor Holdings and AIV Holdings will contribute all of the equity interests of Sabine Oil & Gas Holdings LLC ( Sabine Holdings ) to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, Sabine Investor Holdings and AIV Holdings will receive shares of Forest common stock and convertible common-equivalent preferred stock, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. Forest's current shareholders will continue to hold their shares of Forest common stock, which, following the transaction, will represent approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest.

Forest common shares are currently listed on the New York Stock Exchange (the NYSE ) under the ticker symbol FST, and after the combination transaction is completed, Forest common shares will continue to be listed on the NYSE. Neither Sabine Holdings nor the Sabine units are listed on any national securities exchange.

To approve the combination transaction, Forest shareholders are being asked to approve the issuance of Forest stock to Sabine Investor Holdings and AIV Holdings as required by NYSE rules (the share issuance proposal ), to approve an amendment to Forest's certificate of incorporation to increase the number of authorized common shares (the authorized share proposal ) and three related proposals. The approval of the share issuance proposal requires the affirmative vote of holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote. The approval of the authorized share proposal requires the affirmative vote of holders of a majority of the outstanding Forest common shares. This proxy statement is being used to solicit proxies for a special meeting of Forest common shareholders to approve both proposals and each other proposal described in this proxy statement. **The Forest board has unanimously approved the merger agreement and determined that the combination transaction is advisable and in the best interests of Forest and its shareholders, and unanimously recommends that Forest shareholders vote FOR the share issuance proposal, the authorized share proposal and the other proposals to be voted on at the special meeting.**

**We urge you to read this document, including the annexes, carefully and in their entirety. In particular, you should consider the matters discussed under Risk Factors beginning on page A-125, which contains a description of certain risks you may wish to consider in evaluating the combination transaction.**

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**Your vote is very important.** We will not complete the combination transaction unless you approve the share issuance proposal and, unless Forest and Sabine Investor Holdings agree otherwise, the authorized share proposal. Whether or not you expect to attend the special meeting, the details of which are described in this document, please vote immediately by submitting your proxy by telephone, through the Internet or by completing, signing, dating and returning your signed proxy card(s) in the enclosed pre-paid envelope.

Sincerely,

Patrick R. McDonald  
*President and Chief Executive Officer*  
Forest Oil Corporation

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this document or determined if this document is truthful or complete. Any representation to the contrary is a criminal offense.**

This document is dated [ ], 2014 and is first being mailed to Forest common shareholders on or about [ ], 2014.

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**FOREST OIL CORPORATION**

**707 17th Street, Suite 3600**

**Denver, Colorado 80202**

**NOTICE OF FOREST OIL CORPORATION SHAREHOLDERS MEETING**

**TO BE HELD ON NOVEMBER 20, 2014**

To Forest Oil Corporation Shareholders:

A special meeting of shareholders of Forest Oil Corporation will be held on November 20, 2014, at 9:00 a.m., local time, at the Telluride conference room, 707 17th Street, 21st Floor, Denver, Colorado 80202. The purpose of the special meeting is to allow Forest common shareholders to consider and vote upon the following proposals:

*Share Issuance Proposal.* A proposal to approve the issuance of 163,711,510 common shares and 1,664,249 Series A convertible common-equivalent preferred shares (convertible into 166,424,900 common shares) to Sabine Investor Holdings and FR XI Onshore AIV, LLC, pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of May 5, 2014, and amended and restated as of July 9, 2014, by and among Sabine Investor Holdings LLC, FR XI Onshore AIV, LLC, Sabine Oil & Gas Holdings LLC, Sabine Oil & Gas Holdings II LLC ( SOGH II ), Sabine Oil & Gas LLC and Forest Oil Corporation, and to approve, in the event the authorized share proposal is not approved, the issuance of 1,137,113 Series B convertible common-equivalent preferred shares to Sabine Investor Holdings LLC and FR XI Onshore AIV, LLC in lieu of 113,711,300 common shares underlying such Series B convertible common-equivalent preferred shares. If the authorized share proposal is approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 283,000,000 common shares will be issued and outstanding. If the authorized share proposal is not approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 169,000,000 common shares will be issued and outstanding;

*Authorized Share Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to increase the number of authorized Forest common shares to 650,000,000 shares;

*Name Change Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to change the name of Forest to Sabine Oil & Gas Corporation ;

*2014 LTIP Proposal.* A proposal to approve the adoption of the Forest Oil Corporation 2014 Long Term Incentive Plan (the 2014 LTIP );

*Section 162(m) Proposal.* A proposal to approve certain material terms of the 2014 LTIP for purposes of complying with the requirements of Section 162(m) of the Internal Revenue Code; and

*Adjournment Proposal.* A proposal to approve the adjournment or postponement of the special meeting, if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the share issuance proposal or the authorized share proposal.

**Your vote is very important.** The approval of the share issuance proposal requires the affirmative vote of holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote. The approval of the authorized share proposal and the name change proposal requires the

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affirmative vote of holders of a majority of the outstanding Forest common shares. The approval of each other proposal requires the affirmative vote of holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote. We will not complete the combination transaction unless you approve the share issuance proposal and, unless Forest and Sabine Investor Holdings otherwise agree, the authorized share proposal. **The Forest board of directors recommends that you vote FOR all of the proposals.**

Only holders of record of Forest common shares at the close of business on October 3, 2014, the record date, are entitled to receive this notice and to vote at the special meeting.

**Whether or not you plan to attend the special meeting, please read the accompanying document and then cast your vote as instructed in your proxy card, as promptly as possible. You can also cast your vote by using the telephone or Internet.** If you have any questions, would like additional copies of the document or need assistance with voting your Forest common shares, please contact Forest's proxy solicitor, Innisfree M&A Incorporated, toll-free at (877) 456-3463.

Sincerely,

Patrick R. McDonald  
*President and Chief Executive Officer*

[ ], 2014



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**QUESTIONS AND ANSWERS ABOUT THE FOREST SPECIAL MEETING**

*The questions and answers below highlight only selected procedural information from this document. They do not contain all of the information that may be important to you. You should read carefully the entire document to fully understand the voting procedures for the Forest special meeting.*

**Q: Why am I receiving these materials?**

A: On July 9, 2014, Sabine Investor Holdings, AIV Holdings, certain of their affiliated entities and Forest entered into an amended and restated merger agreement, which we refer to throughout this document as the merger agreement, providing for a combination of Forest's and Sabine's businesses.

In the combination transaction, Sabine Investor Holdings and AIV Holdings will contribute all of the equity interests of Sabine Holdings to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively, and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively. Sabine Holdings and Sabine will subsequently merge into Forest, with Forest surviving the merger.

As a result of the combination transaction, current Forest common shareholders will continue to hold their shares of Forest common stock, which will (based on the number of Forest common shares outstanding as of May 5, 2014) represent approximately 42% of the issued and outstanding Forest common shares, representing approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 58% of the issued and outstanding Forest common shares and 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%.

This document is being sent to Forest common shareholders in connection with a special meeting of Forest common shareholders to vote upon approval of the issuance of common shares and convertible common-equivalent preferred shares to Sabine and other proposals related to the combination transaction.

**Q: What am I being asked to vote on?**

A: Forest common shareholders are being asked to consider and vote on the following proposals:

*Share Issuance Proposal.* A proposal to approve the issuance of 163,711,510 common shares and 1,664,249 Series A convertible common-equivalent preferred shares (convertible into 166,424,900

common shares) to Sabine Investor Holdings and AIV Holdings in exchange for all of the equity interests of Sabine Holdings, which is currently owned directly or indirectly by Sabine Investor Holdings and AIV Holdings, and to approve, in the event the authorized share proposal is not approved, the issuance of 1,137,113 Series B convertible common-equivalent preferred shares to Sabine Investor Holdings and AIV Holdings in lieu of 113,711,300 common shares underlying such Series B convertible common-equivalent preferred shares. If the authorized share proposal is approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 283,000,000 common shares will be issued and outstanding. If the authorized share proposal is not approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 169,000,000 common shares will be issued and outstanding;



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*Authorized Share Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to increase the number of authorized Forest common shares to 650,000,000 shares;

*Name Change Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to change the name of Forest to Sabine Oil & Gas Corporation ;

*2014 LTIP Proposal.* A proposal to approve the adoption of the Forest Oil Corporation 2014 Long Term Incentive Plan;

*Section 162(m) Proposal.* A proposal to approve certain material terms of the 2014 LTIP for purposes of complying with the requirements of Section 162(m) of the Internal Revenue Code; and

*Adjournment Proposal.* A proposal to approve the adjournment or postponement of the special meeting, if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the share issuance proposal or the authorized share proposal.

**Q: What vote is required to approve each of the proposals?**

A: The approval of each of the share issuance proposal, the 2014 LTIP proposal, the Section 162(m) proposal and the adjournment proposal requires the affirmative vote of holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote.

The approval of the authorized share proposal and the name change proposal requires the affirmative vote of holders of a majority of the outstanding Forest common shares.

**Q: What if I do not vote my shares or if I abstain from voting?**

A: The approval of each of the share issuance proposal, the 2014 LTIP proposal, the Section 162(m) proposal and the adjournment proposal requires the affirmative vote of holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote. As a result, if you abstain from voting on any of these proposals, your Forest common shares will be counted as present for purposes of establishing a quorum, but the abstention will have the same effect as a vote against that proposal. If you fail to vote on any of these proposals, your Forest common shares will not be counted as present and, therefore, will not affect the adoption of such proposal, except to the extent that your failure to vote prevents a quorum for voting on such proposal.

The approval of the authorized share proposal and the name change proposal requires the affirmative vote of holders of a majority of the outstanding Forest common shares. As a result, if you do not vote your Forest common shares or abstain from voting, it will have the same effect as a vote against the authorized share proposal and the name change proposal.

**The Forest board of directors recommends that you vote FOR all of the proposals.**

**Q: What proposals must be passed in order for the combination transaction to be completed?**

A: The obligations of the parties to complete the combination transaction are conditioned upon approval of the share issuance proposal and, unless Forest and Sabine Investor Holdings otherwise agree, the authorized share proposal. We will not complete the combination transaction unless you approve the share issuance proposal and, unless Forest and Sabine Investor Holdings otherwise agree, the authorized share proposal.

**The Forest board of directors recommends that you vote FOR all of the proposals.**

**Q: What will happen if the authorized share proposal is not approved?**

A: The authorized share proposal is a condition to the consummation of the combination transaction. If, however, the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually

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agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common stock, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively.

In that case, upon consummation of the combination transaction, and based upon the number of Forest common shares currently outstanding, current Forest common shareholders would continue to hold their shares of Forest common stock, which shares will represent approximately 70% of the issued and outstanding Forest common shares, approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 30% of the issued and outstanding Forest common shares, 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares and 100% of the issued and outstanding Forest Series B convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%.

**Q: How does the Forest board recommend that I vote on the matters to be considered at the special meeting?**

A: The Forest board unanimously recommends that Forest common shareholders vote:

FOR the share issuance proposal;

FOR the authorized share proposal;

FOR the name change proposal;

FOR the 2014 LTIP proposal;

FOR the Section 162(m) proposal; and

FOR the adjournment proposal.

See The Forest Special Meeting Recommendation of the Forest Board.

In considering the recommendation of the Forest board, you should be aware that some of Forest's executive officers and directors have interests in the combination transaction that are different from, or in addition to, the interests of Forest common shareholders generally. See Proposal No. 1 The Share Issuance Interests of Forest's Executive Officers and Directors in the Combination Transaction.

**Q: Will there be any changes to my Forest common shares as a result of the combination transaction?**

A: No. All Forest common shares will remain outstanding after the combination transaction, and no changes will be made to the Forest common shares currently outstanding as a result of the combination transaction.

**Q: What will happen to my outstanding Forest equity-based awards in the combination transaction?**

A: In the combination transaction, each Forest stock option that is outstanding immediately prior to the effective time of the combination transaction will, as of the effective time of the combination transaction,

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automatically be cancelled and converted into the right to receive an amount of cash, without interest, equal to the product of (1) the total number of Forest common shares subject to such Forest stock option and (2) the excess, if any, of (a) the closing price of Forest common shares on the NYSE on the last trading day prior to closing date of the combination transaction, over (b) the exercise price per Forest common share applicable to such Forest stock option (with the aggregate amount of such payment rounded down to the nearest cent), less such amounts as are required to be deducted and withheld under any provision of state, local or foreign tax law with respect to the making of such payment. Each Forest stock option for which the exercise price per Forest common share applicable to such Forest stock option equals or exceeds the closing price of Forest common shares on the NYSE on the last trading day prior to the closing date of the combination transaction will be cancelled pursuant to the merger agreement for no consideration.

In the combination transaction, each Forest performance unit award that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested and will be settled in cash or shares in accordance with the terms of the applicable award agreement for such Forest performance unit award (including concluding the performance period as of the closing date of the combination transaction for purposes of measuring achievement of performance conditions).

In the combination transaction, each Forest phantom unit award that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested and will be settled in accordance with the terms of the applicable award agreement for such phantom unit award.

In the combination transaction, each Forest restricted share that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested and the restrictions with respect thereto will lapse.

**Q: When and where will the special meeting be held?**

A: The special meeting will be held on November 20, 2014, at 9:00 a.m., local time, at the Telluride conference room, 707 17th Street, 21st Floor, Denver, Colorado 80202, subject to any adjournments or postponements.

**Q: Who is entitled to vote at the special meeting?**

A: The record date for the Forest special meeting is October 3, 2014. Only record holders of Forest common shares at the close of business on the record date for the Forest special meeting are entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting. No other shares of Forest capital stock are entitled to notice of and to vote at the special meeting.

**Q: How do I submit my proxy for the special meeting?**

A: If you were a holder of record of Forest common shares at the close of business on the record date, you may vote in person by attending the special meeting or, to ensure that your shares are represented at the special meeting,

you may authorize a proxy to vote by:

**By Internet.** Shareholders who received a notice about the Internet availability of the proxy materials may submit their proxy over the Internet by following the instructions on the notice. Shareholders who have received a paper copy of a proxy card or voting instruction card by mail may submit proxies over the Internet by following the instructions on the proxy card or voting instruction card. Internet voting will be available until 11:59 p.m., local time, on November 19, 2014 or, if the special meeting is continued, adjourned or postponed, until 11:59 p.m., local time, on the day immediately before such continued, adjourned or postponed meeting.

**By Telephone.** Shareholders of record may submit proxies by telephone, by calling the number included in the materials received from Computershare Shareowner Services LLC and following the instructions. In addition, you will need to have the control number that appears on your notice available when voting. Shareholders who are beneficial owners of their shares and who have received a voting instruction card may

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vote by calling the number specified on the voting instruction card provided by their broker, trustee, or nominee. Telephone voting will be considered at the special meeting if completed prior to 11:59 p.m., local time, on November 19, 2014 or, if the special meeting is continued, adjourned or postponed, until 11:59 p.m., local time, on the day immediately before such continued, adjourned or postponed special meeting.

**By Mail.** Shareholders who have received a paper copy of a proxy card or voting instruction card by mail may submit proxies by completing, signing, and dating their proxy card or voting instruction card and mailing it in the accompanying pre-addressed envelope. Proxy cards submitted by mail and received by Forest after 5:00 p.m., local time, on November 19, 2014 may not be considered unless the special meeting is continued, adjourned or postponed, and then only if received before the date and time the continued, adjourned or postponed special meeting is held.

If you hold Forest common shares in street name through a bank, broker or other nominee, please follow the voting instructions provided by your bank, broker or other nominee to ensure that your Forest common shares are represented at the special meeting.

**Q: How many votes do I have?**

A: Forest common shareholders have one vote per share on each matter to be acted upon.

**Q: If my Forest common shares are held in street name by my bank, broker or other nominee, will my bank, broker or other nominee automatically vote my shares for me?**

A: No. If your Forest common shares are held in street name, you must instruct the broker, bank, nominee or other holder of record on how to vote your shares. Your broker, bank, nominee or other holder of record will vote your shares only if you provide instructions on how to vote by filling out the voting instruction form sent to you by your broker, bank, nominee or other holder of record with this document.

Please follow the voting instructions provided by your bank, broker or other nominee so that it may vote your Forest common shares on your behalf. Please note that you may not vote your Forest common shares held in street name by returning a proxy card directly to Forest or by voting in person at the special meeting unless you first obtain a legal proxy from your bank, broker or other nominee.

**Q: What will happen if I return my proxy card without indicating how to vote?**

A: If you submit your proxy via the Internet, by telephone or by mail, the officers named on your proxy card will vote your shares in the manner you requested if you correctly submitted your proxy. If you are a shareholder of record and sign your proxy card and return it without indicating how to vote on any particular proposal, the Forest common shares represented by your proxy will be voted in favor of that proposal.

**Q: May I vote in person?**

A: Yes. If you are a Forest common shareholder of record at the close of business on October 3, 2014, you may attend the special meeting and vote your Forest common shares in person, in lieu of submitting your proxy by telephone or Internet or returning your signed proxy card. If you hold your Forest common shares in street name through a bank, broker or other nominee, you must provide a legal proxy at the special meeting in order to vote in person, which legal proxy you must obtain from your bank, broker or other nominee.

**Q: What do I do if I want to change my vote after I have delivered my proxy card?**

A: If you are a record holder of Forest common shares, you may change or revoke your proxy at any time prior to the vote on the matters at the special meeting or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting by (1) delivering to



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Forest's Corporate Secretary at Forest's principal executive office, located at 707 17th Street, Suite 3600, Denver, Colorado 80202, a written revocation that must be received by Forest prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting, (2) submitting another valid proxy card with a later date by mail, (3) voting by submitting a proxy by telephone or Internet prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting, or (4) attending the special meeting in person and giving Forest's Inspector of Elections notice of your intent to vote your shares in person.

If your shares are held in street name by a broker, bank or other nominee, please refer to the information forwarded to you by your broker, bank or other nominee for instructions on revoking or changing your proxy. If you intend to revoke your voting instructions you must ensure that such revocation is received by Forest's Corporate Secretary prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, by the date and time of such continued, adjourned or postponed meeting.

Any revocation received as of or after the vote on the matters at the special meeting or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting will not be effective. Attendance at the special meeting will not, by itself, revoke a proxy. Only your last submitted proxy card will be considered. Please cast your vote FOR the proposals, following the instructions in your proxy card, as promptly as practicable.

**Q: What happens if I sell my Forest common shares after the record date but before the special meeting?**

A: If you transfer your Forest common shares after the record date but before the date of the special meeting, you will retain your right to vote at the special meeting (provided, that such shares remain outstanding on the date of the special meeting).

**Q: Am I entitled to exercise appraisal rights under the New York Business Corporation Law if I do not vote in favor of the share issuance proposal and the authorized share proposal?**

A: No. Under applicable law, no appraisal rights will be available to holders of Forest common shares in connection with the combination transaction.

**Q: When do you expect to complete the combination transaction?**

A: Sabine and Forest currently expect to complete the combination transaction in the fourth quarter of 2014. However, no assurance can be given as to when, or whether, the combination transaction will be completed.

**Q: Who can help answer my questions?**

A: If you need assistance in completing your proxy card or have questions regarding the special meeting, please contact Innisfree M&A Incorporated toll-free at (877) 456-3463. Banks and brokers may call collect at (212) 750-5833.

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**SUMMARY**

*This summary highlights information contained elsewhere in this document and may not contain all of the information that is important to you. You are urged to carefully read the entire document and the other documents referred to in this document to fully understand the combination transaction. See [Where You Can Find More Information](#).*

**Information about the Companies (Page 109)**

***Sabine Oil & Gas LLC***

Sabine is an independent oil and natural gas company engaged in the acquisition, development, exploitation and exploration of oil and natural gas properties onshore in the United States. Sabine and its subsidiaries' operations are focused in three core areas: East Texas, targeting the Cotton Valley Sand and the Haynesville Shale formations; South Texas, targeting the Eagle Ford Shale formation; and North Texas, targeting the Granite Wash formation. Sabine's principal offices are at 1415 Louisiana Street, Suite 1600, Houston, TX 77002, and its telephone number is (832) 242-9600.

SOGH II is the sole member of Sabine Oil & Gas LLC, and Sabine Holdings is the sole member of SOGH II. Neither SOGH II nor Sabine Holdings have operations separate from their investment in Sabine.

Additional information about Sabine Holdings, SOGH II and Sabine and its subsidiaries is included elsewhere in this document. See [Information About the Companies](#) [Information About Sabine](#).

***Forest Oil Corporation***

Forest is an independent oil and gas company engaged in the acquisition, exploration, development, and production of oil, natural gas and natural gas liquids ( NGLs ) primarily in North America. Forest was incorporated in New York in 1924, as the successor to a company formed in 1916, and has been a publicly held company since 1969. Forest's total estimated proved oil and natural gas reserves as of December 31, 2013 were approximately 625 Bcfe, all of which are located in the United States. Forest's principal executive offices and corporate headquarters are located at 707 17th Street, Suite 3600, Denver, Colorado 80202. Forest's telephone number at that address is (303) 812-1400.

Additional information about Forest and its subsidiaries is included elsewhere in this document. See [Information About the Companies](#) [Information About Forest](#).

**The Forest Special Meeting (Page 23)**

The special meeting will be held on November 20, 2014, at 9:00 a.m., local time, at the [Telluride](#) conference room, 707 17th Street, 21st Floor, Denver, Colorado 80202, subject to any adjournments or postponements.

The Forest board has established October 3, 2014 as the record date for the special meeting. Only record holders of Forest common shares at the close of business on the record date for the special meeting are entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting. At the close of business on the record date, there were 119,374,111 Forest common shares outstanding and entitled to vote, which includes 1,967,258 of restricted shares beneficially owned by employees, officers and directors of Forest subject to vesting. Holders of Forest common shares have one vote per share on each matter to be acted upon.

The purpose of the special meeting is to vote upon the following proposals:

*Share Issuance Proposal.* A proposal to approve the issuance of 163,711,510 common shares and 1,664,249 Series A convertible common-equivalent preferred shares (convertible into 166,424,900 common shares) to

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Sabine Investor Holdings and AIV Holdings in exchange for all of the equity interests of Sabine Holdings, which is currently owned directly or indirectly by Sabine Investor Holdings and AIV Holdings and to approve, in the event the authorized Share Proposal is not approved, the issuance of 1,137,113 Series B convertible common-equivalent preferred shares to Sabine Investor Holdings and AIV Holdings in lieu of 113,711,300 common shares underlying such Series B convertible common-equivalent preferred shares. If the authorized share proposal is approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 283,000,000 common shares will be issued and outstanding. If the authorized share proposal is not approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 169,000,000 common shares will be issued and outstanding;

*Authorized Share Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to increase the number of authorized Forest common shares to 650,000,000 shares;

*Name Change Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to change the name of Forest to Sabine Oil & Gas Corporation ;

*2014 LTIP Proposal.* A proposal to approve the adoption of the 2014 LTIP;

*Section 162(m) Proposal.* A proposal to approve certain material terms of the 2014 LTIP for purposes of complying with the requirements of Section 162(m) of the Internal Revenue Code; and

*Adjournment Proposal.* A proposal to approve the adjournment or postponement of the special meeting, if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the share issuance proposal or the authorized share proposal.

The required vote to approve each proposal generally is as set forth in the table below.

<b>Proposal</b>	<b>Vote Required</b>
Share Issuance Proposal (Item 1)	Affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Authorized Share Proposal (Item 2)	Affirmative vote of a majority of the outstanding Forest common shares
Name Change Proposal (Item 3)	Affirmative vote of a majority of the outstanding Forest common shares
2014 LTIP Proposal (Item 4)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Section 162(m) Proposal (Item 5)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Adjournment Proposal (Item 6)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote

**The Merger Agreement (Page 54)**

*Overview*

On July 9, 2014, Sabine Investor Holdings, AIV Holdings, certain of their affiliated entities, and Forest entered into an amended and restated merger agreement, which amended and restated the merger agreement originally entered into by Sabine Investor Holdings, Forest, New Forest Oil Inc. ( Holdco ) and certain of their affiliated entities on May 5, 2014. We refer to this amended and restated merger agreement throughout as the merger agreement . Pursuant to the terms and subject to the conditions set forth in the merger agreement, Forest

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and Sabine Holdings agreed to combine their businesses. In the combination transaction, Sabine Investor Holdings will contribute all of the equity interests of Sabine Holdings and AIV Holdings will contribute all of the equity interests in two other holding companies, FR NFR Holdings, Inc. and FR NFR, PI, Inc., to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. FR NFR Holdings, Inc. and FR NFR PI, Inc. will subsequently merge with and into Forest, with Forest surviving. Sabine Holdings, SOGH II and Sabine will subsequently merge with and into Forest, with Forest surviving and the operating subsidiaries of Sabine becoming subsidiaries of Forest.

The following diagram illustrates the structure of the combination transaction, assuming the contribution by AIV Holdings of all of the Forest shares it will receive in connection with the combination transaction to Sabine Investor Holdings immediately following the consummation of the combination transaction:

***Before the Combination Transaction***

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**Table of Contents*****After the Combination Transaction******Consideration to Forest Shareholders and Sabine Investor Holdings***

Sabine Investor Holdings and AIV Holdings will contribute, directly or indirectly, all of the equity interests of Sabine Holdings to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively. Upon consummation of the combination transaction, current Forest common shareholders will continue to hold their shares of Forest common stock, which shares will represent (based on the number of Forest common shares outstanding as of May 5, 2014) approximately 42% of the issued and outstanding Forest common shares, approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 58% of the issued and outstanding Forest common shares and 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%.

The authorized share proposal is a condition to the consummation of the combination transaction. If the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common shares, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively. In that case, upon consummation of the combination transaction, and based upon the number of Forest common shares currently outstanding, current Forest common shareholders would hold approximately 70% of the issued and outstanding Forest common shares, representing approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 30% of the issued



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and outstanding Forest common shares, 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares and 100% of the issued and outstanding Forest Series B convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest.

Pursuant to the merger agreement, at the completion of the combination transaction, Forest's bylaws will be amended and, in the event the authorized share proposal or the name change proposal is approved, its certificate of incorporation will be amended as approved. In addition, following completion of the combination transaction, Sabine Investor Holdings and AIV Holdings intend to use their voting power to cause Forest to be reincorporated in Delaware (from New York), with the result that Forest and its shareholders will be governed by Delaware law instead of New York law. See Comparison of Rights of Forest Shareholders Before and After the Combination Transaction.

### ***Treatment of Forest Equity-Based Awards***

#### ***Forest Stock Options***

Each Forest stock option that is outstanding immediately prior to the effective time of the combination transaction will, as of the effective time of the combination transaction automatically be cancelled and converted into the right to receive an amount of cash, without interest, equal to the product of (1) the total number of Forest common shares subject to such Forest stock option and (2) the excess, if any, of (a) the closing price of Forest common shares on the NYSE on the last trading day prior to the closing date, over (b) the exercise price per Forest common share applicable to such Forest stock option (with the aggregate amount of such payment rounded down to the nearest cent), less such amounts as are required to be deducted and withheld under any provision of state, local or foreign tax law with respect to the making of such payment. Each Forest stock option for which the exercise price per Forest common share applicable to such Forest stock option equals or exceeds the closing price of Forest common shares on the NYSE on the last trading day prior to closing date will be cancelled pursuant to the merger agreement for no consideration.

#### ***Forest Performance Unit Awards***

Each Forest performance unit award that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in cash or shares in accordance with the terms of the applicable award agreement for such Forest performance unit award (including concluding the performance period as of the closing date for purposes of measuring achievement of performance conditions).

#### ***Forest Phantom Unit Awards***

Each Forest phantom unit award that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in accordance with the terms of the applicable award agreement for such phantom unit award.

#### ***Forest Restricted Shares***

Each Forest restricted share that is outstanding immediately prior to the effective time of the combination transaction will automatically become fully vested at the effective time of the combination transaction and the restrictions with respect thereto will lapse.

**Recommendation of the Forest Board (Page 24)**

The Forest board unanimously recommends that Forest common shareholders vote:

FOR the share issuance proposal;

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FOR the authorized share proposal;

FOR the name change proposal;

FOR the 2014 LTIP proposal;

FOR the Section 162(m) proposal; and

FOR the adjournment proposal.

See The Forest Special Meeting Recommendation of the Forest Board.

The Forest board has unanimously approved the merger agreement and determined that the combination transaction is advisable and in the best interests of Forest and its shareholders. In determining whether to approve the merger agreement and the transactions contemplated thereby, the Forest board considered the factors described in the section entitled Proposal No. 1 The Share Issuance Reasons for the Recommendation to Forest Shareholders by the Forest Board.

**Opinion of Forest's Financial Advisor (Page 40)**

In connection with the transactions contemplated by the merger agreement, dated May 5, 2014 (referred to as the original merger agreement), J.P. Morgan Securities LLC (J.P. Morgan), Forest's financial advisor, delivered to the Forest board on May 5, 2014, its oral opinion, which was subsequently confirmed in writing on May 5, 2014, as to the fairness, from a financial point of view and as of the date of such opinion and based upon and subject to the factors, assumptions, limitations and qualifications set forth in such opinion, of the exchange ratio in the proposed transactions contemplated by the original merger agreement to the holders of Forest common stock. While there is no longer an exchange ratio in the merger agreement, the exchange ratio under the original merger agreement would have resulted in Forest's current shareholders, on the one hand, and Sabine Investor Holdings and AIV Holdings, on the other hand, receiving the same percentage economic common-equivalent interest in the post-closing combined company of approximately 26.5% and 73.5% respectively as they will hold or receive as of the closing of the combination transaction under the merger agreement. For more information, see Proposal No. 1 The Share Issuance Background of the Combination Transaction. The full text of J.P. Morgan's written opinion dated May 5, 2014, which sets forth the assumptions made, matters considered and limits on the review undertaken, is attached as Annex G to this document and is incorporated herein by reference. The holders of Forest common stock are urged to read the opinion in its entirety. J.P. Morgan's written opinion is addressed to the Forest board, is directed only to the exchange ratio in the proposed transactions contemplated by the original merger agreement and does not constitute a recommendation to any Forest shareholder as to how such shareholder should vote or act with respect to the transactions contemplated by the original merger agreement, the merger agreement or any other matter.

For a description of the opinion that Forest received from J.P. Morgan, see Proposal No. 1 The Share Issuance Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor.

**Interests of Forest's Executive Officers and Directors in the Combination Transaction (Page 49)**

Certain members of Forest's board and executive officers may be deemed to have interests in the combination transaction that are in addition to, or different from, the interests of other Forest common shareholders. The Forest board was aware of these interests and considered them, among other matters, in approving the merger agreement and the combination transaction and in making the recommendation that the Forest common shareholders approve the share issuance proposal, the authorized share proposal and the related proposals. These interests include:

with respect to executive officers and directors, all Forest stock options will be cashed-out and all unvested Forest restricted shares will be vested;

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with respect to executive officers, all Forest performance unit awards will become vested based on performance through the closing and will be settled in accordance with their terms and all Forest phantom unit awards will become vested and will be settled in accordance with their terms;

change-in-control severance agreements with Forest's executive officers (other than Mr. Schelin) provide for severance benefits in the event of certain qualifying terminations of employment following the combination transaction, and a letter agreement with Mr. Schelin provides for a severance payment in the event of certain qualifying terminations of employment; and

Forest's directors and executive officers are entitled to continued indemnification and insurance coverage under the merger agreement.

For additional information, see Proposal No. 1 The Share Issuance Interests of Forest's Executive Officers and Directors in the Combination Transaction.

### **No Appraisal Rights (Page 53)**

Under applicable law, no appraisal rights will be available to holders of Forest common shares in connection with the combination transaction.

### **Public Trading Markets; Listing of Forest Common Shares (Page 53)**

Forest common shares are currently listed on the NYSE under the ticker symbol FST, and after the combination transaction is completed, Forest common shares will continue to be listed on the NYSE. If the name change proposal is approved, Forest intends to apply to change its ticker symbol on the NYSE from FST to SABO. Neither Sabine's nor Sabine Holdings' units are listed on any national securities exchange or otherwise publicly traded.

### **Directors and Management of Forest Following the Combination Transaction (Page 71)**

Following the combination transaction, the Forest board of directors will consist of 10 directors, eight of whom will be designated by Sabine Investor Holdings. The directors will be classified with respect to their terms of office by dividing them into three classes. At each annual meeting of shareholders, directors to replace those whose terms expire at such annual meeting will be elected to hold office until the third succeeding annual meeting. The initial term of the directors will end with the first, second or third annual shareholders' meeting to be held by Forest following the combination transaction. Thereafter, the directors will serve three-year terms.

David Sambrooks, the current chief executive officer and a director of Sabine, will be the chief executive officer and a director of Forest, and Patrick McDonald, the current chief executive officer and a director of Forest, is also expected to serve as a director following the combination transaction. It is expected that the other members of the Forest board of directors other than Mr. Sambrooks and Mr. McDonald will be independent directors for purposes of the NYSE's listing requirements. On or prior to the completion of the combination transaction, Forest will cause the individuals indicated under Directors and Management of Forest Following the Combination Transaction to be elected or appointed as officers of Forest as specified in that section.

### **Impact on Forest's Debt (Page 52)**

The combination transaction, if completed, will result in a change of control as defined in Forest's existing credit agreement and existing indentures. The occurrence of a change of control is an event of default under Forest's existing credit agreement. Sabine has obtained committed debt financing sufficient to refinance Forest's existing credit agreement. The occurrence of a change of control triggers an obligation for Forest to make a change of control offer for each series of its outstanding notes at a price of 101% of the outstanding principal

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amount thereof, plus accrued and unpaid interest, if any, following the occurrence of a change of control transaction, pursuant to the terms of the relevant indentures. Sabine has obtained committed bridge financing sufficient to finance the purchase of any such notes which are required to be purchased in connection with such change of control offer.

### **Accounting Treatment (Page 52)**

In accordance with accounting principles generally accepted in the United States of America ( U.S. GAAP ), Forest will account for the combination transaction using the acquisition method of accounting ( acquisition accounting ) with Sabine as the acquiring entity. Under the acquisition method of accounting, Sabine s assets and liabilities will retain their carrying values and Forest s assets and liabilities will be recorded at their fair values measured as of the acquisition date. The excess of the purchase price over the estimated fair values of Forest s net assets acquired, if applicable, will be recorded as goodwill.

### **Regulatory Approvals Required for the Combination Transaction (Page 52)**

It is a condition to the completion of the combination transaction that the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act ) terminate or expire. On May 23, 2014, Forest and Sabine Investor Holdings each filed the required notification and report forms under the HSR Act with the Federal Trade Commission ( FTC ) and the Antitrust Division of the U.S. Department of Justice ( Antitrust Division ) with respect to Sabine Investor Holdings acquisition of voting securities in Forest. The FTC, which administers the HSR Act, granted early termination of the waiting period applicable to Sabine Investor Holdings acquisition of voting securities in Forest on June 5, 2014. At any time before or after the completion of the combination transaction, the Antitrust Division, the FTC or state Attorneys General could take action under the antitrust laws as deemed necessary or desirable in the public interest, including without limitation seeking to enjoin the completion of the combination transaction or to permit completion only subject to divestitures of assets, regulatory concessions or other conditions.

### **Agreement Not to Solicit Other Offers (Page 58)**

As more fully described in this document and in the merger agreement, and subject to the terms and conditions described in the merger agreement, Forest agreed that it will not, and will cause its subsidiaries and its and their respective directors and officers not to directly or indirectly:

solicit, initiate, knowingly encourage, or knowingly facilitate any inquiries regarding certain alternative acquisition proposals;

conduct or engage in any discussions, disclose any nonpublic information, or afford access to the business, properties, assets, books or records of Forest with respect to, or assist, facilitate or cooperate with any third party with respect to any such alternative acquisition proposals; or

enter into any agreement relating to any such alternative acquisition proposals.

Notwithstanding the foregoing, Forest and its representatives may take certain actions with respect to any such alternative acquisition proposal if:

the Forest common shareholders have not yet approved the share issuance proposal and the authorized share proposal;

Forest did not breach the non-solicitation provisions of the merger agreement; and

before taking any such actions, the Forest board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such alternative acquisition proposal constitutes a superior proposal or is reasonably likely to lead to a superior proposal, as described in more detail under The Merger Agreement and Other Transaction Agreements Agreement Not to Solicit Other Offers.



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The Forest board is permitted to change its recommendation for the combination transaction and/or terminate the merger agreement in order to enter into a definitive agreement with respect to a superior proposal if:

Forest has given Sabine Investor Holdings at least three business days notice of its intention to take such action;

Forest has negotiated in good faith to enable Sabine Investor Holdings to revise the terms of the merger agreement such that it would cause the superior proposal to no longer constitute a superior proposal;

the Forest board will have considered in good faith any changes to the merger agreement proposed in writing by Sabine Investor Holdings and will have determined that the third-party proposal nonetheless remains a superior proposal; and

in the case of a termination of the merger agreement, Forest has paid to Sabine Holdings a \$15.0 million termination fee.

**Termination of the Merger Agreement (Page 62)**

The merger agreement may be terminated at any time prior to the effective time of the combination transaction:

by mutual written consent of Sabine Investor Holdings and Forest;

by either Sabine Investor Holdings or Forest:

if any governmental entity of competent jurisdiction has issued any order, decree, ruling or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the combination transaction and such order, decree, ruling or injunction or other action has become final and nonappealable, subject to certain additional requirements;

if the combination transaction has not been completed prior to 5:00 p.m., Houston time, on December 31, 2014 (the End Date ), subject to certain exceptions; or

if the special meeting has concluded and Forest common shareholders have not approved the share issuance proposal;

by Forest:

if any of the representations or warranties of the Sabine parties was or becomes inaccurate or any breach by any Sabine party or AIV Holdings of any covenant or other agreement of such parties contained in the merger agreement occurs and such inaccuracy or breach (i) would result in certain closing conditions being incapable of being satisfied and (ii) is not curable, or, if curable has not been cured prior to the earlier of the business day prior to the End Date or the date that is 60 days after the date that notice of such inaccuracy or breach is provided to Sabine Investor Holdings by Forest, subject to certain additional requirements; or

to enter into a definitive agreement with respect to a superior proposal (in which case Forest must pay Sabine Holdings a \$15.0 million termination fee concurrently with such termination);

by Sabine Investor Holdings:

if any of the representations or warranties of Forest was or becomes inaccurate or any breach by Forest of any covenant or other agreement of the parties contained in the merger agreement occurs and such inaccuracy or breach (i) would result in certain closing conditions being incapable of being satisfied and (ii) is not curable, or, if curable has not been cured prior to the earlier of the business day prior to the End Date or the date that is 60 days after the date that notice of such inaccuracy or breach is provided to Forest by Sabine Investor Holdings, subject to certain additional requirements;

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if the Forest board of directors changes its recommendation for the combination transaction; or

if Forest engaged in a willful and material breach of its non-solicitation obligations.

### **Termination Fee (Page 63)**

As more fully described in this document and in the merger agreement, and subject to the terms and conditions described in the merger agreement, the merger agreement requires Forest to pay Sabine Holdings a \$15.0 million termination fee if:

Sabine Investor Holdings terminates the merger agreement because of a Forest Recommendation Change or because Forest engaged in a willful and material breach of its non-solicitation obligations;

Sabine Investor Holdings terminates the merger agreement because of Forest's willful and material breach of its obligation with respect to holding the special meeting pursuant to the merger agreement and such breach would result in certain closing conditions not being capable of being satisfied and is not curable or, if curable, has not been cured prior to the earlier of the business day prior to the End Date or the date that is 60 days after the date that notice of such inaccuracy or breach is provided to Forest by Sabine Investor Holdings;

- (1) prior to the special meeting, there has been publicly announced, disclosed or otherwise made known a bona fide acquisition proposal for Forest that has not been withdrawn at least five days prior to the special meeting,
- (2) Forest terminates the merger agreement because the Forest special meeting has concluded and the Forest common shareholders did not approve the share issuance proposal and the authorized share proposal, and
- (3) within 12 months after such termination, Forest enters into a definitive agreement with respect to or consummates an acquisition proposal involving at least 50% of the assets or equity of Forest; or

Forest terminates the merger agreement to enter into a definitive agreement with respect to a superior proposal.

### **Material U.S. Federal Income Tax Consequences (Page 99)**

The combination transaction will not result in any U.S. federal income tax consequences to Forest common shareholders with respect to their Forest common shares. See Material U.S. Federal Income Tax Consequences.

**Holders of Forest common shares should consult their own tax advisors to determine the tax consequences of the combination transaction to them, including the effects of U.S. federal, state, local and foreign tax laws.**

### **Comparison of Rights of Forest Shareholders Before and After the Combination Transaction (Page 116)**

Pursuant to the merger agreement, at the completion of the combination transaction, Forest's bylaws will be amended and, in the event the authorized share proposal or the name change proposal is approved, its certificate of incorporation will be amended as approved. In addition, following completion of the combination transaction, Sabine Investor Holdings and AIV Holdings intend to use their voting power to cause Forest to be reincorporated in Delaware (from New York), with the result that Forest and its shareholders will be governed by Delaware law instead of New York law. See Comparison of Rights of Forest Shareholders Before and After the Combination Transaction.



**Table of Contents****SABINE SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA**

The following selected historical consolidated financial data are derived from Sabine's audited consolidated financial statements as of and for each of the years ended December 31, 2013, 2012 and 2011, Sabine's unaudited consolidated financial statements as of and for each of the years ended December 31, 2010 and 2009 and from Sabine's unaudited consolidated financial statements as of and for the six months ended June 30, 2014 and 2013, respectively, all of which have been prepared in accordance with U.S. GAAP. This information is not necessarily indicative of future results. You should read this data in conjunction with Sabine's Management's Discussion and Analysis of Financial Condition and Results of Operations, and with Sabine's audited financial statements for the years ended December 31, 2013, 2012 and 2011 and its unaudited financial statements for the six months ended June 30, 2014 and 2013, each of which are included in Annex A to this document.

	Six Months Ended June 30,		Year Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
	(unaudited)		(in thousands)				
	(unaudited)	(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(unaudited)	(unaudited)
Total revenues	\$ 234,135	\$ 149,253	\$ 354,978	\$ 177,446	\$ 201,552	\$ 133,452	\$ 82,894
Total operating expenses	154,022	106,966	246,656	843,627	58,182	108,700	626,801
Total operating income (loss) including noncontrolling interests	80,113	42,287	108,322	(666,181)	143,370	24,752	(543,907)
Total other income (expenses)	(91,678)	(39,571)	(97,745)	(20,618)	31,813	69,544	61,088
Less: Net income (loss) applicable to noncontrolling interests				17	(117)	(260)	(516)
Net income (loss) applicable to controlling interest	\$ (11,565)	\$ 2,716	\$ 10,577	\$ (686,782)	\$ 175,066	\$ 94,036	\$ (483,335)
<b>Balance sheet data (at period end):</b>							
Cash and cash equivalents	\$ 11,403	\$ 18	\$ 11,821	\$ 6,193	\$ 4,306	\$ 4,437	\$ 2,489
Total property, plant and equipment, net	1,650,340	1,460,960	1,380,042	1,256,210	1,351,815	648,044	326,248
Total assets	1,945,454	1,778,925	1,678,719	1,560,559	1,529,069	801,552	442,876

Long-term debt, including current portion	1,469,448	1,301,175	1,243,312	1,242,538	764,782	440,153	264,500
Total member s capital	189,445	267,552	201,010	200,433	624,128	247,207	93,129
Total liabilities and member s capital	1,945,454	1,778,925	1,687,719	1,560,559	1,529,069	801,552	442,876
<b>Net cash flow provided by (used in):</b>							
Operating activities	99,615	93,386	217,198	144,166	159,032	105,715	82,704
Investing activities	(324,887)	(141,925)	(193,809)	(687,385)	(680,922)	(325,389)	(307,982)
Financing activities	224,854	42,364	(17,761)	545,106	521,759	221,622	223,644

The following table presents a non-GAAP financial measure, Adjusted EBITDA, which we use in our business. This measure is not calculated or presented in accordance with US GAAP.

We believe the presentation of Adjusted EBITDA provides useful information to investors to evaluate the operations of the business excluding certain items and for the reasons set forth below. Adjusted EBITDA should not be considered an alternative to net income, operating income, cash flow operating activities or any other measure of financial performance presented in accordance with US GAAP. Our Adjusted EBITDA may not be comparable to similarly titled measures of another company because all companies may not calculate Adjusted EBITDA in the same manner.

We use Adjusted EBITDA for the following purposes:

to assess the financial performance of our assets, without regard to financing methods, capital structure or historical cost basis;

to assess our operating performance and return on capital as compared to those of other companies in our industry, without regard to financing or capital structure;

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to assess the viability of acquisition and capital expenditure projects and the overall rates of return on alternative investment opportunities;

to assess the ability of our assets to generate cash sufficient to pay interest costs, pay distributions and support indebtedness;

for various purposes, including strategic planning and forecasting;

the indenture governing the 2017 Notes contains covenants that, among other things, limit Sabine's ability and the ability of the Sabine's restricted subsidiaries to incur additional indebtedness unless the ratio of adjusted consolidated EBITDA to adjusted consolidated interest expense over the trailing four fiscal quarters will be at least 2.0 to 1.0 (subject to exceptions for borrowings within certain limits under the Credit Facility); and

the Credit Facility requires Sabine to comply with certain financial covenants which involve maintaining certain ratios, including an interest coverage ratio at the end of each quarter which defined as a ratio of adjusted EBITDA for the period of four fiscal quarters then ending to interest expense for such period of not less than 2.5 to 1.0.

	Six Months Ended		2013	Year Ended December 31,			
	2014	2013		2012	2011	2010	2009
	(unaudited)		(in thousands)				
	(unaudited)	(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(unaudited)	(unaudited)	
<b>Reconciliation of consolidated net income (loss) to Adjusted EBITDA</b>							
Net income (loss) applicable to controlling interests	\$ (11,565)	\$ 2,716	\$ 10,577	\$ (686,782)	\$ 175,066	\$ 94,036	\$ (483,335)
Adjustments to derive adjusted EBITDA							
Interest, net of capitalized interest	52,658	48,296	99,471	49,387	39,632	33,468	9,392
Depletion, depreciation and amortization	90,208	57,884	137,068	91,353	75,424	47,547	39,561
Impairments	1,659	4	1,125	664,438	4,192	1,711	540,084
Gain on bargain purchase					(99,548)	(372)	
Other	3,723	1	1,739	599	439	1,156	8,662
Amortization of deferred rent	(54)	(195)	(249)	(532)	(406)	(320)	(140)

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Accretion	439	428	952	862	628	493	407
Loss (gain) on derivative instruments	32,037	14,569	46,545	75,734	(1,272)	(51,996)	(18,272)
Option premium amortization	(7,955)	(581)	(1,171)	(56)		3,239	3,918
Net (income) loss applicable to noncontrolling interests				(17)	117	260	516
Adjusted EBITDA	\$ 161,150	\$ 123,122	\$ 296,057	\$ 194,986	\$ 194,272	\$ 129,222	\$ 100,793



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	Six Months Ended			Year Ended December 31,			
	2014	2013	2013	2012	2011	2010	2009
	(unaudited)			(in thousands)			
	(unaudited)	(as restated) <sup>(1)</sup>		(as restated) <sup>(1)</sup>	(as restated) <sup>(1)</sup>	(unaudited)	(unaudited)
<b>Reconciliation of net cash flows from operating activities to Adjusted EBITDA</b>							
Net cash flow provided by operating activities	\$ 99,615	\$ 93,386	\$ 217,198	\$ 144,166	\$ 159,032	\$ 105,715	\$ 82,704
Interest adjustments	44,650	34,305	79,556	42,995	35,357	17,190	8,451
Working capital and other adjustments	16,885	(4,569)	(697)	7,825	(117)	6,317	9,638
<b>Adjusted EBITDA</b>	<b>\$ 161,150</b>	<b>\$ 123,122</b>	<b>\$ 296,057</b>	<b>\$ 194,986</b>	<b>\$ 194,272</b>	<b>\$ 129,222</b>	<b>\$ 100,793</b>

- (1) Revised for the effects of the restatement of the years ended December 31, 2012 and 2011. Please see Note 2 of Sabine's consolidated financial statements included in Annex A to this document for additional information about the reasons for the restatement and reconciliations for the restated periods commencing on or after January 1, 2011. The financial statements relating to the years ended December 31, 2010 and 2009 have also been restated, but such financial statements are unaudited.

**Table of Contents****FOREST SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA**

The following selected historical consolidated financial data are derived from Forest's audited consolidated financial statements as of and for each of the years ended December 31, 2013, 2012, 2011, 2010 and 2009 and from Forest's unaudited condensed consolidated financial statements as of and for the six months ended June 30, 2014 and 2013, respectively, all of which have been prepared in accordance with U.S. GAAP. This information is not necessarily indicative of future results. You should read this data in conjunction with Forest's Management's Discussion and Analysis of Financial Condition and Results of Operations, and with Forest's audited financial statements for the years ended December 31, 2013, 2012 and 2011 and its unaudited financial statements for the six months ended June 30, 2014 and 2013, each of which are included in Annex B to this document.

	Six Months Ended June 30,		Year Ended December 31,				2009
	2014	2013	2013	2012	2011	2010	
	(in thousands, except per share amounts, volumes, and prices)						
	(unaudited)	(unaudited)					
<b>FINANCIAL DATA<sup>(1)</sup></b>							
Oil, natural gas, and NGLs sales <sup>(2)</sup>	\$ 124,563	\$ 234,828	\$ 441,341	\$ 605,523	\$ 703,531	\$ 707,692	\$ 655,579
Net (loss) earnings from continuing operations	\$ (103,724)	\$ (34,509)	\$ 73,924	\$ (1,288,931)	\$ 98,260	\$ 189,662	\$ (793,789)
Net earnings (loss) from discontinued operations <sup>(3)</sup>					44,569	37,859	(129,344)
Net (loss) earnings	\$ (103,724)	\$ (34,509)	\$ 73,924	\$ (1,288,931)	\$ 142,829	\$ 227,521	\$ (923,133)
Less: net earnings attributable to noncontrolling interest <sup>(3)</sup>					4,987		
Net (loss) earnings attributable to Forest Oil Corporation common shareholders	\$ (103,724)	\$ (34,509)	\$ 73,924	\$ (1,288,931)	\$ 137,842	\$ 227,521	\$ (923,133)
<b>OTHER FINANCIAL DATA</b>							
Basic earnings (loss) per common share attributable							

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to Forest Oil Corporation common shareholders:														
Earnings (loss) from continuing operations	\$	(0.89)	\$	(0.30)	\$	0.62	\$	(11.21)	\$	0.86	\$	1.68	\$	(7.61)
Earnings (loss) from discontinued operations										0.35		0.33		(1.24)
Basic earnings (loss) per common share attributable to Forest Oil Corporation common shareholders	\$	(0.89)	\$	(0.30)	\$	0.62	\$	(11.21)	\$	1.21	\$	2.01	\$	(8.85)
Diluted earnings (loss) per common share attributable to Forest Oil Corporation common shareholders:														
Earnings (loss) from continuing operations	\$	(0.89)	\$	(0.30)	\$	0.62	\$	(11.21)	\$	0.85	\$	1.67	\$	(7.61)
Earnings (loss) from discontinued operations										0.34		0.33		(1.24)
Diluted earnings (loss) per common share attributable to Forest Oil Corporation common shareholders	\$	(0.89)	\$	(0.30)	\$	0.62	\$	(11.21)	\$	1.19	\$	2.00	\$	(8.85)
Total assets <sup>(2)</sup>	\$	996,825	\$	1,913,745	\$	1,117,952	\$	2,201,862	\$	3,381,151	\$	3,070,197	\$	3,169,054
Long-term debt <sup>(2)</sup>	\$	800,163	\$	1,630,337	\$	800,179	\$	1,862,100	\$	1,693,044	\$	1,869,372	\$	2,022,514
Shareholders equity (deficit)	\$	(45,639)	\$	(67,386)	\$	54,469	\$	(42,824)	\$	1,193,113	\$	1,352,787	\$	1,079,154
<b>OPERATING DATA<sup>(2)</sup></b>														
Production:														
Oil (MBbls)		618		1,160		2,271		3,146		2,491		2,357		3,397
Natural gas (MMcf)		12,654		25,738		46,676		81,008		88,497		101,346		116,029

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NGLs (MBbls)	360	1,392	2,521	3,489	3,154	3,589	3,012
Average sales price:							
Oil (per Bbl)	\$ 94.56	\$ 95.07	\$ 96.30	\$ 96.14	\$ 96.22	\$ 76.08	\$ 56.87
Natural gas (per Mcf)	\$ 4.32	\$ 3.26	\$ 3.16	\$ 2.37	\$ 3.71	\$ 3.99	\$ 3.33
NGLs (per Bbl)	\$ 31.69	\$ 29.26	\$ 29.79	\$ 31.77	\$ 42.91	\$ 34.54	\$ 25.17
Adjusted EBITDA <sup>(4)</sup>	\$ 65,679	\$ 182,493	\$ 332,888	\$ 513,609	\$ 550,865	\$ 619,101	\$ 726,529

(1) Forest has not paid cash dividends on Forest common shares during the past five years.

(2) Amounts reported relate to continuing operations only. See below for more information regarding discontinued operations.



Stock-based compensation							
Employee-related asset disposition costs	735	5,821	11,178	1,851			
Rig stacking/lease termination	8,259	4,296	9,989	6,604			
Legal proceeding costs				29,251	6,500		
Merger-related costs	10,202						
Impairment of properties				79,529			
Ceiling test write-down of oil and natural gas properties	77,176		57,636	992,404			1,376,822
Adjusted EBITDA	\$ 65,679	\$ 182,493	\$ 332,888	\$ 513,609	\$ 550,865	\$ 619,101	\$ 726,529

**Table of Contents****SUMMARY SELECTED UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED FINANCIAL AND OPERATING INFORMATION OF FOREST**

The unaudited pro forma condensed consolidated combined financial statements of Forest are based on the historical financial statements of Sabine, as the predecessor. Under the acquisition method of accounting, Sabine will be the acquirer in the transactions because its parent company, Sabine Investor Holdings, will obtain control of Forest after the consummation of the combination transaction. Consequently, Sabine's assets and liabilities will retain their carrying values. Additionally, Forest's assets acquired and liabilities assumed will be recorded at their fair values measured as of the acquisition date. The preliminary estimated fair value of Forest's assets and liabilities approximates the preliminary purchase price.

The unaudited pro forma condensed consolidated combined statements of operations for the six months ended June 30, 2014 and for the year ended December 31, 2013 combine the historical consolidated statements of operations of Sabine and the historical consolidated statements of operations of Forest, giving effect to the combination transaction as if it had been consummated on January 1, 2013, the beginning of the earliest period presented. The unaudited pro forma condensed consolidated combined balance sheet combines the historical condensed consolidated balance sheet of Sabine and the historical condensed consolidated balance sheet of Forest as of June 30, 2014, giving effect to the combination transaction as if it has been consummated on June 30, 2014. The historical consolidated financial statements of Forest have been adjusted to reflect certain reclassifications in order to conform to Sabine's consolidated financial statement presentation.

The following table presents Forest's selected unaudited pro forma financial and operating data for the periods indicated:

	<b>Six Months Ended</b>	<b>Year Ended</b>
	<b>June 30,</b>	<b>December 31, 2013</b>
	<b>2014</b>	<b>December 31, 2013</b>
	<b>(in thousands, except per unit and operating data)</b>	
<b>Key Performance Measure</b>		
Adjusted EBITDA <sup>(1)(2)</sup>	\$ 228,812	\$ 417,801
<b>Operating Data</b>		
Oil (Bbl/d)	8,344	6,429
NGL (Bbl/d)	7,706	6,174
Natural gas (Mcf/d)	201,246	192,142
Combined (Mcf/d)	297,344	267,759
<b>Statement of Income Data</b>		
Operating revenues	\$ 359,764	\$ 547,300
Operating expenses	323,328	474,178
Operating income	36,436	73,122
Interest expense	(84,407)	(161,454)
Loss on derivative instruments	(63,533)	(2,972)
Other, net	(18,625)	(3,569)
Income tax benefit (expense)	(216)	(2,560)

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Net loss	\$ (130,345)	\$ (97,433)
<b>Net loss per share:</b>		
Basic	\$ (0.46)	\$ (0.35)
Diluted	\$ (0.46)	\$ (0.35)
<b>Balance Sheet Data</b>		
Net property, plant and equipment	\$ 2,756,770	
Total assets	\$ 3,108,805	
Total long-term liabilities	\$ 2,379,880	
Total equity	\$ 282,094	



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(1) Adjusted EBITDA is a non-GAAP financial measure. Sabine believes the presentation of Adjusted EBITDA provides useful information to investors to evaluate the operations of the business excluding certain items and for the reasons set forth below. Adjusted EBITDA should not be considered an alternative to net income, operating income, cash flow operating activities or any other measure of financial performance presented in accordance with GAAP. Sabine's Adjusted EBITDA may not be comparable to similarly titled measures of another company because all companies may not calculate Adjusted EBITDA in the same manner.

Sabine uses Adjusted EBITDA for the following purposes:

to assess the financial performance of Sabine's assets, without regard to financing methods, capital structure or historical cost basis;

to assess Sabine's operating performance and return on capital as compared to those of other companies in the oil and gas industry, without regard to financing or capital structure;

to assess the viability of acquisition and capital expenditure projects and the overall rates of return on alternative investment opportunities;

to assess the ability of the Company's assets to generate cash sufficient to pay interest costs, pay distributions and support indebtedness;

for various purposes, including strategic planning and forecasting;

the indenture governing the 2017 Notes contains covenants that, among other things, limit Sabine's ability and the ability of Sabine's restricted subsidiaries to incur additional indebtedness unless the ratio of adjusted consolidated EBITDA to adjusted consolidated interest expense over the trailing four fiscal quarters will be at least 2.0 to 1.0 (subject to exceptions for borrowings within certain limits under the Credit Facility); and

the Credit Facility requires Sabine to comply with certain financial covenants which involve maintaining certain ratios, including an interest coverage ratio at the end of each quarter which is defined as a ratio of adjusted EBITDA for the period of four fiscal quarters then ending to interest expense for such period of not less than 2.5 to 1.0.

The following table provides a reconciliation of pro forma Adjusted EBITDA to net loss:

<b>Six Months Ended</b>	<b>Year Ended</b>
<b>June 30,</b>	<b>December 31, 2013</b>
<b>2014</b>	

(unaudited)

(in thousands)

Adjusted EBITDA	\$ 228,812	\$ 417,801
Add (deduct):		
Interest, net of capitalized interest	(84,407)	(161,454)
Depletion, depreciation and amortization	(131,926)	(216,074)
Ceiling test write-down of oil and natural gas properties	(78,835)	(57,636)
Loss on derivative instruments	(47,773)	(77,468)
Income taxes	(216)	(2,560)
Other, net	(16,000)	(42)
Net loss	\$ (130,345)	\$ (97,933)

- (2) The consummation of the combination transaction will require a change of control offer to be made by Forest under the indentures governing Forest's existing 7.25% notes due 2019 and 7.50% notes due 2020 (Forest's Existing Notes). Forest may solicit the consent from holders of its Existing Notes to amend the applicable indentures such that no aspect of the transactions contemplated by the merger agreement will

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require a change of control offer requiring such Existing Notes to be refinanced. If successful consent solicitations do not occur, Sabine has obtained commitments for bridge financing to backstop any of Forest's Existing Notes which are required to be purchased in connection with a change of control offer (a Bond Refinancing). At such time as any consent solicitations have been concluded, Sabine will assess the impact of any Bond Refinancing on pro forma Interest expense and Long-term debt. Sabine has also obtained commitments from lenders to provide a new credit facility for Forest upon consummation of the combination transaction to refinance the Sabine Credit Facility and the existing revolving credit facility of Forest (such credit facility refinancing, the Refinancing), at which such time Sabine will assess the impact of the Refinancing amount and borrowing base on pro forma Interest expense and long-term debt.

**Table of Contents****UNAUDITED COMPARATIVE PER SHARE DATA**

The following table presents, for the six months ended June 30, 2014 and the year ended December 31, 2013, selected historical per share data of Sabine and Forest as well as similar information, reflecting the combination transaction, as if the combination transaction had been effective for the period presented, which we refer to as pro forma combined information. The merger agreement provides that Sabine Investor Holdings and AIV Holdings will receive an aggregate of 163,711,510 shares of Forest common stock and 1,664,249 Series A convertible common-equivalent preferred shares in exchange for the direct and indirect contribution of all of the outstanding units in Sabine Holdings to Forest. Accordingly, the hypothetical equivalent per share data for Sabine presented below is calculated by multiplying the pro forma combined amounts for Forest by the exchange ratio implied in the contribution, assuming Sabine Investor Holdings and AIV Holdings received 163,711,510 shares of Forest common stock in exchange for the contribution of Sabine Holdings as of June 30, 2014.

You should read this information in conjunction with (i) the selected historical consolidated financial data of Forest and the selected historical consolidated financial data of Sabine included elsewhere in document, (ii) the historical consolidated financial statements of Forest and related notes thereto that are included elsewhere in this document and the historical consolidated financial statements of Sabine and related notes thereto that are included elsewhere in this document and (iii) the unaudited pro forma condensed consolidated combined financial statements of Forest and related notes thereto that are included elsewhere in this document. The unaudited pro forma combined per share information does not purport to represent what the actual results of operations of Forest would have been had the combination transaction been completed in another period or to project Forest's results of operations that may be achieved if the combination transaction is completed.

	<b>Six Months Ended June 30, 2014</b>	<b>Year Ended December 31, 2013</b>
<b>Historical Forest</b>		
Earnings from continuing operations per share <sup>(1)</sup> :		
Basic	\$ (0.87)	\$ 0.62
Diluted	\$ (0.87)	\$ 0.62
Book value per share <sup>(3)</sup>	\$ (0.38)	\$ 0.47
Cash dividends per share:	\$	\$
<b>Historical Equivalent Sabine</b>		
Earnings from continuing operations per share <sup>(1)</sup> :		
Basic	\$ (0.07)	\$ 0.06
Diluted	\$ (0.07)	\$ 0.03
Book value per share <sup>(3)</sup>	\$ 0.57	\$ 0.61
Cash dividends per share:	\$	\$
<b>Pro forma combined Forest</b>		
Earnings from continuing operations per share <sup>(2)</sup> :		
Basic	\$ (0.46)	\$ (0.35)
Diluted	\$ (0.46)	\$ (0.35)
Book value per share <sup>(3)</sup>	\$ 0.63	\$ 0.57



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**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This document and the documents referred to in this proxy statement contain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and Section 21E of the Exchange Act. Forward-looking statements are statements that are not statements of historical fact, including statements about beliefs, opinions and expectations. Forward-looking statements are based on, and include statements about, Forest's and Sabine's plans, prospects, expected future financial condition, results of operations, cash flows, dividends and dividend plans, objectives, beliefs, financing plans, business strategies, budgets, goals, future events, future revenues or performance, financing needs, outcomes of litigation, projected costs, operating metrics, capital expenditures, competitive positions, acquisitions, investment opportunities, integration, cost savings, synergies, growth opportunities, dispositions, plans and objectives of management for future operations and any other information that is not historical information. These statements, which may include statements regarding the period following completion of the combination transaction, include, without limitation, words such as may, will, could, should, would, expect, plan, project, forecast, intend, anticipate, believe, estimate, predict, pursue, target, continue and similar expressions and variations as well as the negative of these terms. These statements involve risks, uncertainties, assumptions and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed in them or indicated by them.

These risks and uncertainties are not exhaustive. Other sections of this document describe additional factors that could adversely affect Forest's or Sabine's business and financial performance. Moreover, Forest and Sabine operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible to predict all risks and uncertainties, nor can Forest and Sabine assess the impact of all factors on their business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Although Forest and Sabine believe the expectations reflected in the forward-looking statements are reasonable, they cannot guarantee future results, level of activity, performance or achievements. Moreover, neither Forest nor Sabine nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. Forest and Sabine are under no duty to update any of these forward-looking statements after the date of this document to conform Forest's and Sabine's prior statements to actual results or revised expectations and Forest and Sabine do not intend to do so.

These forward-looking statements appear in a number of places and include statements with respect to, among other things:

estimates of Forest's and Sabine's oil and natural gas reserves;

Forest's and Sabine's future financial condition, results of operations, liquidity, and compliance with debt covenants;

Forest's and Sabine's future revenues, cash flows, and expenses;

Forest s and Sabine s access to capital and their anticipated liquidity;

Forest s and Sabine s future business strategy and other plans and objectives for future operations;

Forest s and Sabine s business competitive position;

Forest s and Sabine s outlook on oil and natural gas prices;

the amount, nature, and timing of Forest s and Sabine s future capital expenditures, including future development costs;

Forest s and Sabine s ability to access the capital markets to fund capital and other expenditures;

Forest s and Sabine s potential future asset dispositions and other transactions, the timing of closing of such transactions and the use of proceeds, if any, from such transactions;

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the risks associated with potential acquisitions or alliances by Forest and Sabine;

the recruitment and retention of Forest's and Sabine's officers and employees;

Forest's and Sabine's expected levels of compensation;

the likelihood of success of and impact of litigation on Forest and Sabine;

Forest's and Sabine's assessment of their counterparty risk and the ability of their counterparties to perform their future obligations;

the impact of federal, state, and local political, regulatory, and environmental developments in the United States and certain foreign locations where Forest and Sabine conduct business operations;

Forest's and Sabine's ability to consummate the combination transaction;

the timing of the consummation of the combination transaction; and

the ability of Forest to integrate Forest's and Sabine's operations and achieve or realize any anticipated benefits, savings, or growth of the combination transaction.

**Forest and Sabine expressly qualify in their entirety all forward-looking statements attributable to Forest or Sabine or any person acting on their behalf by the cautionary statements contained or referred to in this section.**



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**THE FOREST SPECIAL MEETING**

*This section contains information about the special meeting of Forest shareholders that has been called to approve the share issuance proposal and certain other proposals related to the combination transaction.*

*Together with this document, Forest is sending its shareholders a notice of the special meeting and a form of proxy that is solicited by the Forest board. The special meeting will be held on November 20, 2014, at 9:00 a.m., local time, at the Telluride conference room, 707 17th Street, 21st Floor, Denver, Colorado 80202, subject to any adjournments or postponements.*

*This document is being furnished to Forest common shareholders as part of the solicitation of proxies by the Forest board for use at the special meeting, to be held on November 20, 2014, and at any adjournment or postponement thereof. This document and enclosed proxy card is first being mailed to Forest common shareholders on or about October 3, 2014.*

**Time and Place of the Special Meeting**

The special meeting will be held on November 20, 2014, at 9:00 a.m., local time, at the Telluride conference room, 707 17th Street, 21st Floor, Denver, Colorado 80202, subject to any adjournments or postponements.

**Purpose of the Special Meeting**

The purpose of the special meeting is to vote upon the following proposals:

*Share Issuance Proposal.* A proposal to approve the issuance of 163,711,510 common shares and 1,664,249 Series A convertible common-equivalent preferred shares (convertible into 166,424,900 common shares) to Sabine Investor Holdings and AIV Holdings, pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of May 5, 2014, and amended and restated as of July 9, 2014, by and among Sabine Investor Holdings LLC, FR XI Onshore AIV, LLC, Sabine Oil & Gas Holdings LLC, Sabine Oil & Gas Holdings II LLC, Sabine Oil & Gas LLC and Forest Oil Corporation, and to approve, in the event the authorized share proposal is not approved, the issuance of 1,137,113 Series B convertible common-equivalent preferred shares to Sabine Investor Holdings and AIV Holdings in lieu of 113,711,300 common shares underlying such Series B convertible common-equivalent preferred shares. If the authorized share proposal is approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 283,000,000 common shares will be issued and outstanding. If the authorized share proposal is not approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 169,000,000 common shares will be issued and outstanding;

*Authorized Share Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to increase the number of authorized Forest common shares to 650,000,000 shares;

*Name Change Proposal.* A proposal to approve an amendment to the Forest certificate of incorporation to change the name of Forest to Sabine Oil & Gas Corporation ;

*2014 LTIP Proposal.* A proposal to approve the adoption of the 2014 LTIP;

*Section 162(m) Proposal.* A proposal to approve certain material terms of the 2014 LTIP for purposes of complying with the requirements of Section 162(m) of the Internal Revenue Code; and

*Adjournment Proposal.* A proposal to approve the adjournment or postponement of the special meeting, if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the share issuance proposal or the authorized share proposal.

The only Forest common shareholder approvals required by the merger agreement are approval of the share issuance proposal and, unless receipt thereof is waived by Forest and Sabine Investor Holdings, approval of the

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authorized share proposal. The vote on the 2014 LTIP proposal and the Section 162(m) proposal will have no effect on whether the combination transaction is completed. In addition, even if Forest common shareholders approve the share issuance proposal and the authorized share proposal, the combination transaction may not be completed if the other conditions to closing are not satisfied or, if allowed by applicable law, waived. Forest can give no assurance that the conditions to closing the combination transaction will be satisfied or so waived.

**Other Business**

Forest's bylaws provide that at a special meeting of shareholders, the business discussed must be specified in the notice of meeting. At the special meeting, no matters may come before the shareholders other than the proposals presented herein or in any supplement hereto.

**Recommendation of the Forest Board**

The Forest board recommends that you vote as follows:

**Proposal**

**Recommended Vote**

Share Issuance Proposal (Item 1)

**FOR**

the approval of the issuance of 163,711,510 common shares and 1,664,249 Series A convertible common-equivalent preferred shares (convertible into 166,424,900 common shares) to Sabine Investor Holdings and AIV Holdings and to approve, in the event the authorized share proposal is not approved, the issuance of 1,137,113 Series B convertible common-equivalent preferred shares to Sabine Investor Holdings AIV Holdings in lieu of 113,711,300 common shares underlying such Series B convertible common-equivalent preferred shares

Authorized Share Proposal (Item 2)

**FOR**

the approval of the amendment to the Forest certificate of incorporation increasing the number of authorized Forest common shares to 650,000,000 shares

Name Change Proposal (Item 3)

**FOR**

the approval of the amendment to the Forest certificate of incorporation to change the name of Forest to Sabine Oil & Gas Corporation

2014 LTIP Proposal (Item 4)

**FOR**

the approval of the adoption of the 2014 LTIP

Section 162(m) Proposal (Item 5)

**FOR**

the approval of certain material terms of the 2014 LTIP for purposes of complying with the requirements of Section 162(m) of the Internal

Revenue Code

Adjournment Proposal (Item 6)

**FOR**

the adjournment or postponement of the special meeting, if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the share issuance proposal or the authorized share proposal

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### **Record Date and Quorum**

The Forest board has established October 3, 2014 as the record date for the special meeting. Only record holders of Forest common shares at the close of business on the record date for the special meeting are entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting. No other Forest common shares are entitled to notice of and to vote at the special meeting. At the close of business on the record date, there were 119,374,111 Forest common shares outstanding and entitled to vote, which includes 1,967,258 of restricted shares beneficially owned by employees, officers and directors of Forest subject to vesting. Holders of Forest common shares have one vote per share on each matter to be acted upon.

Holders of a majority of the outstanding Forest common shares entitled to vote on the record date must be present in person or represented by proxy at the special meeting for there to be a quorum. Abstentions are counted as present for the purpose of determining a quorum. It is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum. If you hold your shares through a bank, broker, custodian or other record holder, please refer to your proxy card, voting instruction form, or the information forwarded by your bank, broker, custodian or other record holder to determine how and when to vote your shares. Unless you direct your bank, broker, custodian or other record holder on how to vote by the time and date specified by them, they will be unable to vote your shares. Forest encourages you to provide it with your proxy even if you plan to attend the special meeting in person to ensure that your vote will be counted.

All Forest common shares represented at the special meeting, including abstentions, will be treated as shares that are present and entitled to vote for purposes of determining the presence of a quorum.

### **Attendance**

Only shareholders with an admission ticket will be admitted to the special meeting. If you are a record holder of Forest common shares, an admission ticket is attached to your proxy card. However, if you hold your Forest common shares through a bank, broker, custodian or other record holder, you should ask the bank, broker, custodian or other record holder that holds your shares to provide you with a legal proxy, a copy of your account statement, or a letter from the record holder confirming that you beneficially own or hold Forest common shares as of the close of business on the record date. You also can obtain an admission ticket to the special meeting by presenting this legal proxy, or confirming documentation of your account from your bank, broker, custodian or other record holder, at the special meeting. All shareholders will be required to show a valid, government-issued, picture identification that matches the name on the admission ticket or legal proxy or confirming documentation from your bank, broker, custodian or other record holder before being admitted to the special meeting. Forest reserves the right to refuse admittance to anyone without both proper proof of share ownership and proper photo identification.

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The required vote to approve each proposal generally is as set forth in the table below. Please see the description immediately following the table for more details on the required vote to approve each proposal.

<b>Proposal</b>	<b>Vote Required</b>
Share Issuance Proposal (Item 1)	Affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Authorized Share Proposal (Item 2)	Affirmative vote of a majority of the outstanding Forest common shares
Name Change Proposal (Item 3)	Affirmative vote of a majority of the outstanding Forest common shares
2014 LTIP Proposal (Item 4)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Section 162(m) Proposal (Item 5)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote
Adjournment Proposal (Item 6)	Affirmative vote of the majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote

**The share issuance proposal:** Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote is required to approve the share issuance proposal. If you vote to abstain, it will have the same effect as voting **AGAINST** this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The authorized share proposal:** The affirmative vote of a majority of the outstanding Forest common shares is required to approve the authorized share proposal. If you vote to abstain or fail to vote, it will have the same effect as voting **AGAINST** this proposal. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The name change proposal:** The affirmative vote of a majority of the outstanding Forest common shares is required to approve the name change proposal. If you vote to abstain or fail to vote, it will have the same effect as voting **AGAINST** this proposal. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The 2014 LTIP proposal:** Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve the 2014 LTIP proposal. If you vote to abstain, it will have the same effect as voting **AGAINST** this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The Section 162(m) proposal:** Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve the Section 162(m) proposal. If you vote to abstain, it will have the same effect as voting

AGAINST this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

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**The adjournment proposal:** Whether or not a quorum is present at the special meeting, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve this proposal. If you vote to abstain, it will have the same effect as voting AGAINST this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal.

**THE MERGER AGREEMENT PROVIDES THAT RECEIPT OF THE REQUISITE FOREST SHAREHOLDER APPROVAL OF THE SHARE ISSUANCE PROPOSAL AND, UNLESS RECEIPT THEREOF IS WAIVED BY FOREST AND SABINE INVESTOR HOLDINGS, THE AUTHORIZED SHARE PROPOSAL ARE CONDITIONS TO CLOSING THE COMBINATION TRANSACTION, AS MORE FULLY DESCRIBED IN THE MERGER AGREEMENT AND OTHER TRANSACTION AGREEMENTS CONDITIONS TO COMPLETION OF THE COMBINATION TRANSACTION.**

### **Voting by Forest Directors and Executive Officers**

As of the record date for the special meeting, Forest's directors and executive officers had the right to vote 1.45% of the Forest common shares outstanding and entitled to vote at the special meeting. Forest currently expects that its directors and executive officers will vote their Forest common shares in favor of each of the proposals to be considered at the special meeting, although none of them has entered into any agreements obligating them to do so.

### **Voting by Attending the Special Meeting in Person**

Shares held in your name as the shareholder of record may be voted in person at the special meeting. Shares for which you are the beneficial owner but not the shareholder of record may be voted in person at the special meeting only if you obtain a legal proxy from the broker, trustee, or other nominee that holds your shares giving you the right to vote the shares. Even if you plan to attend the special meeting, Forest recommends that you also vote by proxy so that your vote will be counted if you are unable to attend the special meeting.

### **Voting Without Attending the Special Meeting in Person**

Whether you hold shares directly as a shareholder of record, or beneficially in street name, you may direct how your shares are voted without attending the annual meeting. If you are a shareholder of record, you may vote by submitting a proxy. If you hold your shares beneficially in street name, you may vote by submitting voting instructions to your broker, trustee, or nominee. There are three ways to vote by proxy and voting instruction card:

**By Internet.** Shareholders who received a notice about the Internet availability of the proxy materials may submit their proxy over the Internet by following the instructions on the notice. Shareholders who have received a paper copy of a proxy card or voting instruction card by mail may submit proxies over the Internet by following the instructions on the proxy card or voting instruction card. Internet voting will be available until 11:59 p.m., local time, on November 19, 2014 or, if the special meeting is continued, adjourned or postponed, until 11:59 p.m. on the day immediately before such continued, adjourned or postponed meeting.

**By Telephone.** Shareholders of record may submit proxies by telephone, by calling the number included in the materials received from Computershare Shareowner Services LLC, and following the instructions. In addition, you will need to have the control number that appears on your notice available when voting. Shareholders who are beneficial owners of their shares and who have received a voting instruction card may vote by calling the



number specified on the voting instruction card provided by their broker, trustee, or nominee. Telephone voting will be considered at the special meeting if completed prior to 11:59 p.m., local time, on November 19, 2014 or, if the special meeting is continued, adjourned or postponed, until 11:59 p.m on the day immediately before such continued, adjourned or postponed special meeting.

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**By Mail.** Shareholders who have received a paper copy of a proxy card or voting instruction card by mail may submit proxies by completing, signing, and dating their proxy card or voting instruction card and mailing it in the accompanying pre-addressed envelope. Proxy cards submitted by mail and received by Forest after 5:00 p.m., local time, on November 19, 2014 may not be considered unless the special meeting is continued, adjourned or postponed, and then only if received before the date and time the continued, adjourned or postponed special meeting is held.

If you provide specific voting instructions, your shares will be voted as you instruct. If you hold your shares directly and you sign the proxy card but do not provide instructions or if you do not make specific Internet or telephone voting choices, your shares will be voted in accordance with the recommendations of the Forest board with respect to such proposal(s) for which no voting instructions are provided, *i.e.*, FOR the share issuance proposal, FOR the authorized share proposal, FOR the name change proposal, FOR the 2014 LTIP proposal, FOR the Section 162(m) proposal and FOR the adjournment proposal.

If you hold your shares in street name and sign the voting instruction card of your broker, trustee, or other nominee, but do not provide instructions, or if you do not make specific Internet or telephone voting choices, your shares will not be voted because your broker, trustee, or other nominee does not have discretionary authority to vote. If you instruct your broker, trustee, or other nominee to vote on at least one proposal at a meeting, but fail to instruct them on how to vote on another proposal, it will have the same effect as voting AGAINST this proposal.

## **Revocation**

You may change or revoke your proxy at any time prior to the vote on the matters at the special meeting or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting.

If you are a record holder of Forest common shares, you may revoke your proxy at any time prior to the vote on the matters at the special meeting or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting by (1) delivering to Forest's Corporate Secretary at Forest's principal executive office, located at 707 17th Street, Suite 3600, Denver, Colorado 80202, a written revocation that must be received by Forest prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting, (2) submitting another valid proxy card with a later date by mail, (3) voting by submitting a proxy by telephone or Internet prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, the date and time of such continued, adjourned or postponed meeting, or (4) attending the special meeting in person and giving Forest's Inspector of Elections notice of your intent to vote your shares in person.

If your shares are held in street name by a broker, bank or other nominee, please refer to the information forwarded to you by your broker, bank or other nominee for instructions on revoking or changing your proxy. If you intend to revoke your voting instructions you must ensure that such revocation is received by Forest's Corporate Secretary prior to the date and time of the special meeting, or, if the special meeting is continued, adjourned or postponed, by the date and time of such continued, adjourned or postponed meeting. Any revocation received as of or after that date and time will not be effective. Attendance at the special meeting will not, by itself, revoke a proxy. Only your last submitted proxy card will be considered. Please cast your vote FOR the proposals, following the instructions in your proxy card, as promptly as practicable.

## **Solicitation of Proxies; Payment of Solicitation Expenses**

Forest bears all of the cost of the solicitation of proxies, including the preparation, assembly, printing and mailing of all proxy materials. Forest also reimburses banks, brokers, custodians and other record holders for

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their costs in forwarding the proxy materials to the beneficial owners or holders of Forest common shares. Forest and its directors, officers, and regular employees also may solicit proxies by mail, personally, by telephone or by other appropriate means. No additional compensation will be paid to directors, officers or other regular employees for such services. In addition, Forest has retained Innisfree M&A Incorporated, to aid in the solicitation of proxies by mail, personally, by telephone, e-mail or other appropriate means. For these services, Forest will pay Innisfree M&A Incorporated \$30,000 (plus an additional \$20,000 if both the share issuance proposal and the authorized share proposal are approved by the shareholders), plus reasonable out-of-pocket expenses.

**Proxy Solicitor**

If you need assistance in completing your proxy card or have questions regarding the special meeting, please contact Innisfree M&A Incorporated toll-free at (877) 456-3463. Banks and brokers may call collect at (212) 750-5833.

You may also request additional copies of this document from Forest's proxy solicitor, Innisfree M&A Incorporated, using the following contact information:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor

New York, New York 10022

Shareholders Call Toll-Free: (877) 456-3463

Banks and Brokers Call Collect: (212) 750-5833

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**PROPOSAL NO. 1 THE SHARE ISSUANCE**

**The Share Issuance Proposal**

*(Item 1 on the proxy card)*

The merger agreement provides that Sabine Investor Holdings and AIV Holdings will contribute, directly or indirectly, all of the equity interests of Sabine Holdings to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively. If the authorized share proposal is approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 283,000,000 common shares will be issued and outstanding. If the authorized share proposal is not approved, based on the shares currently outstanding and the shares issuable pursuant to the merger agreement, we estimate that approximately 169,000,000 common shares will be issued and outstanding.

The authorized share proposal is a condition to the consummation of the combination transaction. If the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common shares, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively.

***Required Vote***

Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote is required to approve the share issuance proposal. If you vote to abstain, it will have the same effect as voting **AGAINST** this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The Forest board recommends a vote FOR the share issuance proposal (Item 1).** For a discussion of interests of Forest's directors and executive officers in the combination transaction that may be different from, or in addition to, Forest's shareholders generally, see **Interests of Forest's Executive Officers and Directors in the Combination Transaction.**

**THE MERGER AGREEMENT PROVIDES THAT RECEIPT OF THE REQUISITE FOREST SHAREHOLDER APPROVAL OF THE SHARE ISSUANCE PROPOSAL IS A CONDITION TO CLOSING THE TRANSACTION, AS MORE FULLY DESCRIBED IN THE MERGER AGREEMENT AND OTHER TRANSACTION AGREEMENTS CONDITIONS TO COMPLETION OF THE COMBINATION TRANSACTION.**

In addition, even if Forest common shareholders approve the share issuance proposal, the combination transaction may not be completed if the other conditions to closing the combination transaction are not satisfied or, if allowed by applicable law, waived. Forest can give no assurance that the conditions to closing the combination transaction will be satisfied or so waived.

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Sabine Investor Holdings, AIV Holdings and Forest entered into a merger agreement providing for a combination of Forest's and Sabine's businesses. Upon consummation of the combination transaction, current Forest common shareholders will continue to hold their shares of Forest common stock, which shares will represent (based on the number of Forest common shares outstanding as of May 5, 2014) approximately 42% of the issued and outstanding Forest common shares, approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 58% of the issued and outstanding Forest common shares and 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%

Sabine Investor Holdings will contribute all of the equity interests of Sabine Holdings and AIV Holdings will contribute all of the equity interests in two other holding companies, FR NFR Holdings, Inc. and FR NFR PI, Inc., to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively, and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively. FR NFR Holdings, Inc. and FR NFR PI, Inc. will subsequently merge with and into Forest, with Forest surviving. Sabine Holdings, SOGH II and Sabine will subsequently merge with and into Forest, with Forest surviving and the operating subsidiaries of Sabine becoming subsidiaries of Forest.

The authorized share proposal is a condition to the consummation of the combination transaction. If the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common shares, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively. In that case, upon consummation of the combination transaction, and based upon the number of Forest common shares currently outstanding, current Forest common shareholders would hold 70% of the issued and outstanding Forest common shares, representing approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold 30% of the issued and outstanding Forest common shares, 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares and 100% of the issued and outstanding Forest Series B convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest.

Pursuant to the merger agreement, at the completion of the combination transaction, Forest's bylaws will be amended and, in the event the authorized share proposal or the name change proposal is approved, its certificate of incorporation will be amended as approved. In addition, following completion of the combination transaction, Sabine Investor Holdings and AIV Holdings intend to use their voting power to cause Forest to be reincorporated in Delaware

(from New York), with the result that Forest and its shareholders will be governed by Delaware law instead of New York law. See Comparison of Rights of Forest Shareholders Before and After the Combination Transaction.



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The following diagram illustrates the structure of the combination transaction:

***Before the Combination Transaction***

***After the Combination Transaction***

**Background of the Combination Transaction**

Forest's management and board of directors regularly review Forest's performance, prospects and strategy and, in recent years, have evaluated strategic alternatives in light of Forest's substantial leverage and constrained financial flexibility which have affected Forest's ability to fund its drilling operations and to fully exploit and

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develop its oil and gas assets, the current business and economic environment and the challenges facing smaller, independent participants in the oil and gas exploration, development and production industry in general. The strategic alternatives to independence considered by the Forest board since 2012 have included a sale of Forest to a strategic or financial acquirer, a merger with another public or non-public industry participant, a substantial debt or equity investment from a private equity firm and the sale of significant assets.

In the first quarter of 2013, two industry participants approached Forest concerning a possible merger with, or acquisition of, Forest. Forest engaged in discussion with both parties, and one conducted due diligence, but by June 2013, each of the participants had elected not to move forward with a transaction. Around the same time, other industry participants approached Forest to initiate exploratory discussions regarding, or to express interest in acquiring, Forest's oil and gas assets located in the Texas Panhandle Area (the Panhandle Assets).

In June 2013, the Forest board reviewed Forest's strategic positioning and, in light of the interest in the Panhandle Assets expressed by several parties and Forest's substantial leverage, the Forest board instructed J.P. Morgan, which had been engaged effective as of May 2, 2013 as Forest's financial advisor in connection with its exploration of strategic alternatives, to commence a public sale process for the Panhandle Assets and, at the same time, to assess potential interest in a merger or sale transaction involving all of Forest. Forest and J.P. Morgan commenced the Panhandle Asset sale process on July 15, 2013. Concurrently with, and, in some cases, as part of, the Panhandle Asset sale process, from mid-July through early October 2013, J.P. Morgan contacted or was contacted by approximately 12 industry participants who were considered likely to be interested in, and capable of consummating, a merger or sale transaction involving all of Forest (or all of Forest excluding the Panhandle Assets). While some indicated some initial interest and engaged in some discussions with Forest or J.P. Morgan, ultimately, none of these 12 parties indicated interest in moving forward. During this time, Forest received bids to acquire the Panhandle Assets and, in a transaction announced on October 3, 2013 and completed on November 25, 2013, Forest sold the Panhandle Assets to Templar Energy LLC for approximately \$1.0 billion in cash. Templar Energy is a portfolio company of a fund related to First Reserve. In November 2013, Forest used approximately \$840 million of the sale proceeds to repurchase outstanding senior notes and to repay the outstanding balance on its revolving credit facility.

Following the announcement of the Panhandle Asset sale, Forest received inquiries from a few industry participants (including some of the ones previously identified or contacted as having potential interest) regarding a possible strategic transaction involving all of Forest (excluding the Panhandle Assets), and the Forest board instructed management and J.P. Morgan to contact select additional parties that could potentially be interested in such a transaction. As a result, from November 2013 through February 2014, Forest engaged in discussions and, in some cases, due diligence with eight potentially interested parties, in addition to Sabine.

In December 2013, Patrick R. McDonald, Forest's chief executive officer, learned through an acquaintance that Sabine was in the process of exploring strategic alternatives, including obtaining a public listing for Sabine. On December 19, 2013, Mr. McDonald met with John Yearwood, a director of Sabine. At this meeting, Messrs. McDonald and Yearwood discussed whether Sabine had considered obtaining a public listing by merging with a public company rather than via an initial public offering. Mr. Yearwood suggested that Mr. McDonald meet with David Sambrooks, Sabine's chief executive officer, to determine whether a merger between Sabine and Forest might be of interest to the parties. On December 20, 2013, Mr. McDonald informed Forest's directors of his conversation with Mr. Yearwood, and the directors encouraged Mr. McDonald to open discussions with Sabine.

On January 14, 2014, Mr. McDonald met with Mr. Sambrooks in Houston. At this meeting, Messrs. McDonald and Sambrooks discussed their respective businesses and discussed generally and at a high-level some of the possible benefits and challenges of combining Forest and Sabine.

On January 17, 2014, Forest and Sabine entered into a mutual non-disclosure agreement enabling confidential negotiations and the conduct of mutual due diligence.

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On January 23, 2014, members of Forest's management team met in Houston with members of Sabine's management team to discuss their respective businesses and make management presentations to each other.

On January 24, 2014, the Forest board met telephonically, together with members of management and J.P. Morgan, to receive a report on the developments with Sabine, including the January 23 meeting with Sabine, and an update on the status of ongoing discussions with two other previously contacted parties concerning a merger or sale of Forest, as well as with several previously contacted parties interested in various forms of joint ventures intended to provide Forest with financing for development of various portions of its operations. The Forest board considered the status and prospects of its ongoing operations, including that despite repaying a significant portion of its indebtedness from proceeds of the Panhandle Assets sale, Forest continued to have substantial leverage relative to its asset base, which leverage continued to affect Forest's ability to fund its drilling operations and to fully exploit and to fully develop its oil and gas assets. At the conclusion of the meeting, the Forest board authorized management to continue to pursue the merger and sale alternatives, and to continue to pursue the joint ventures alternatives as well, in the event Forest were unable to reach agreement to enter into a desirable merger or sale transaction.

On January 29, 2014, Messrs. McDonald and Sambrooks met in Houston to discuss further the potential benefits and challenges of a merger of Forest and Sabine and to discuss the further due diligence requirements of each side. On January 30, 2014, the respective technical teams of Forest and Sabine met to exchange technical data about the companies' respective operations. On February 5, 2014, Messrs. McDonald and Sambrooks met in Houston to continue their discussions concerning a possible merger of Forest and Sabine and to review the status and pace of due diligence and the exchange of additional technical information.

On February 12, 2014, the Forest board met for a regularly scheduled meeting. At this meeting, which was attended by members of management, J.P. Morgan and Wachtell, Lipton, Rosen & Katz, Forest's outside legal counsel (Wachtell Lipton), the Forest directors received an update on the status of ongoing discussions, which were continuing at that time with Sabine and the two other parties potentially interested in a transaction involving all of Forest, and with several parties potentially interested in a joint venture alternative. The Forest board authorized management to continue to pursue all alternatives.

On February 14, 2014, Sabine provided to Forest a high-level term sheet for a merger transaction in which Sabine's current equity holders would receive 70% of the equity of the post-closing equity of the combined company, and Forest's common shareholders would receive 30%. The percentage to be received by Forest's shareholders was referred to throughout the negotiations as the sharing ratio.

On February 25, 2014, Forest announced its operating and financial results for the fourth quarter of 2013 and for the full year 2013, and updated its guidance for 2014. On February 26, 2014, Forest's share price declined by approximately 38%, from \$3.23 to \$2.01.

On February 26 and 27, 2014, Messrs. McDonald and Sambrooks met in Denver. During these meetings, Messrs. McDonald and Sambrooks discussed synergy potential and operational and personnel matters relevant to a merger of Forest and Sabine, and confirmed to each other that their respective boards of directors remained interested in a transaction. Mr. Sambrooks conveyed the concern expressed by the Sabine board over the decrease in Forest's stock price, but did not propose a change in the sharing ratio.

On February 28, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors, to review the status of strategic alternatives. By this time, the potentially interested parties other than Sabine had withdrawn their interest or declined to provide an actionable proposal. After discussion and analysis of Sabine's proposed transaction terms, Forest's standalone alternatives, and Forest's financing and operational

flexibility in light of its share price, the Forest board authorized Mr. McDonald to continue to engage in due diligence and negotiations with Sabine concerning a potential merger transaction.

During March 2014, the parties continued their reciprocal due diligence and continued to analyze the proposed transaction internally. On March 15, 2014, Mr. Sambrooks contacted Mr. McDonald to inform him that

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Sabine was revisiting its valuation of Forest in light of the decline in Forest's share price and Sabine's due diligence with respect to Forest and to request an in-person meeting between Messrs. Sambrooks and McDonald to further discuss the valuation issue.

On March 17, 2014, Sabine provided Forest with a first draft of the merger agreement. The draft merger agreement provided for, among other things, a force the vote provision that would have required the Forest board to submit the merger to a vote of the Forest shareholders, even if the Forest board received an unsolicited alternative proposal that it determined was a superior offer. The draft merger agreement also proposed a break-up fee of approximately \$40 million payable by Forest to Sabine under certain circumstances.

On March 19, 2014, Messrs. McDonald and Sambrooks met in Denver. At this meeting, Mr. Sambrooks proposed to revise the so-called sharing ratio such that Forest's common shareholders would receive 24%, rather than 30%, of the post-closing equity of the combined company. The meeting concluded without agreement.

On March 24, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors, to review and discuss Sabine's revised valuation proposal. After extensive discussion, the Forest board instructed management and Forest's advisors to continue to negotiate the transaction generally and to seek to negotiate a sharing ratio greater than 24% for the Forest common shareholders.

On March 25, 2014, Messrs. McDonald and Sambrooks met in Houston to continue discussions concerning operational matters and potential synergies that might be achieved by a merger of Forest and Sabine.

From March 17 through April 9, 2014, the parties negotiated the non-financial terms of the transaction and exchanged drafts of the merger agreement. Forest sought to eliminate the force the vote provision and replace it with a provision that would permit the Forest board to terminate the merger agreement if Forest were to receive an unsolicited alternative proposal that it determined to be a superior offer, and sought to set the termination fee payable on the exercise by Forest of this termination right at approximately \$6 million (instead of \$40 million). Sabine strongly resisted the changes sought by Forest.

On April 3, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors, to receive a transaction update.

On April 10, 2014, Messrs. McDonald and Sambrooks met in Houston. Mr. Sambrooks informed Mr. McDonald that Sabine would require several days of additional time to analyze the transaction, and suggested that he believed the Sabine board would not be willing to offer a sharing ratio above 25%. Mr. McDonald indicated that 25% was too low, and suggested that the parties focus on a sharing ratio of 27%, the midpoint between the original 30% and Sabine's proposal of 24%.

On April 16, 2014, and again on April 17, 2014, Mr. Sambrooks contacted Mr. McDonald to inform him that it appeared likely that Sabine would conclude their transaction analysis shortly and would likely determine to move forward with the transaction. No agreement was reached, however, on the final sharing ratio.

On April 22, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors, to receive an update on the status of negotiations with Sabine. During this meeting, the Forest board reviewed Forest's strategic alternatives, the history of Forest's exploration of those alternatives, and Forest's prospects as an independent company, including Forest's constrained financial and operating flexibility resulting from its substantial leverage, and J.P. Morgan made a preliminary presentation on the financial and valuation aspects of the proposed transaction. During this discussion, it was noted that since the beginning of 2013, Forest had contacted or

been contacted by 21 potentially interested parties regarding a transaction involving a merger or sale of Forest, and had engaged in discussions and, in some cases, due diligence with 10 (including Sabine), and that ultimately Sabine was the only party willing to pursue a transaction. After discussion, including as

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to the matters discussed below in Reasons for the Recommendation to Forest Shareholders by the Forest Board, the Forest board authorized management to continue to pursue a transaction with Sabine, subject to negotiating a sharing ratio greater than 24%.

On April 25, 2014, Mr. Sambrooks spoke to Mr. McDonald by telephone. Mr. Sambrooks informed Mr. McDonald that Sabine was willing to move forward, and Messrs. Sambrooks and McDonald discussed the status of open negotiation points and a timeline for completing negotiations. No agreement was reached on the sharing ratio.

During the period from April 25, 2014 through May 1, 2014, Forest and Sabine recommenced negotiation of the merger agreement and related transaction documents and Sabine obtained financing commitment letters, which provided commitments for the credit facility to refinance the Sabine Credit Facility and the existing revolving credit facility of Forest and for bridge financing to finance the purchase of any Forest notes which are required to be purchased in connection with a change of control offer, and provided them to Forest for review.

On April 29, 2014, Messrs. Sambrooks and McDonald spoke again by telephone. Mr. McDonald informed Mr. Sambrooks of the Forest board's dissatisfaction with the 24% sharing ratio proposed by Sabine, and stated that the sharing ratio would need to be increased. After discussion and negotiation, Mr. Sambrooks informed Mr. McDonald that Sabine would be willing to consider a sharing ratio of 26%, and Mr. McDonald informed Mr. Sambrooks that Forest would be willing to consider a sharing ratio of 27%. No agreement was reached on the sharing ratio.

From May 1 through May 5, 2014, members of management of Forest and Sabine and their respective legal advisors discussed, negotiated and resolved the other, non-financial open issues in the merger agreement. Following negotiation, Sabine agreed to eliminate the force the vote provision and to provide that the Forest board of directors would be permitted to terminate the merger agreement if Forest were to receive an unsolicited alternative proposal that it determined was a superior offer. The parties ultimately also agreed to a termination fee of \$15 million. In addition, following discussion, Sabine Investor Holdings agreed that it would enter into a stockholder's agreement that would provide, among other things, that Sabine Investor Holding's right to elect directors of Holdco would remain in proportion to its equity interest in Holdco, and that Sabine Investor Holding would not sell any of its shares of Holdco common stock for at least three months after the closing of the merger.

Early in the day on May 5, 2014, Messrs. McDonald and Sambrooks spoke by telephone. Mr. McDonald asked that the Forest shareholder's sharing ratio be increased to 27%. Mr. Sambrooks responded that Sabine's board had informed him that they would not be willing to agree to 27%. After further discussion, Messrs. Sambrooks and McDonald agreed to recommend to their respective boards of directors a sharing ratio of 73.5% for Sabine's current equity holders and 26.5% for Forest shareholders, in each case on a fully diluted basis, and resolved several other open transaction issues.

In the afternoon of May 5, 2014, Mr. Sambrooks informed Mr. McDonald that Sabine's board of directors, as well as the board of directors and members of Sabine Investor Holdings, had approved the transaction, subject to approval of the Forest board. Later on May 5, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors. During this meeting, the Forest board reviewed Forest's strategic alternatives and Forest's prospects as an independent company, including the risks associated with Forest's debt levels and constrained financial flexibility and the impact on Forest's ability to fund its drilling operations and exploit its assets while adhering to its debt covenants. Wachtell Lipton then reviewed with the Forest board its fiduciary obligations, summarized the material terms of the proposed merger agreement, stockholder's agreement and registration rights agreement, and reported on the resolution of open issues during the course of negotiations with Sabine. J.P. Morgan provided to the Forest board J.P. Morgan's financial analysis of the transaction, and J.P. Morgan delivered to the Forest board its oral opinion, which was confirmed by delivery of a written opinion dated May 5, 2014, to the effect that as



of the date of the opinion and based upon and subject to the factors, assumptions, limitations and qualifications set forth in its opinion, the exchange ratio

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in the proposed transactions contemplated by the original merger agreement was fair, from a financial point of view, to the holders of Forest's common stock. J.P. Morgan's opinion is more fully described in Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor and the full text of the written opinion of J.P. Morgan is attached as Annex G hereto. After discussions, including as to the matters discussed below in the section entitled Reasons for the Recommendation to Forest Shareholders by the Forest Board, the Forest board, by unanimous vote of all of its members, approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the merger, are advisable and in the best interests of Forest and its shareholders, and resolved to recommend that Forest shareholders vote to adopt the merger agreement.

Following the conclusion of the Forest board meeting, Forest, Sabine and their respective counsel finalized the transaction documentation, and the parties executed the merger agreement, stockholder's agreement and registration rights agreement.

On the morning of May 6, 2014, the parties publicly released a joint announcement of the transaction.

In late May 2014, Forest discovered that the financial projections for Sabine for the calendar year ended December 31, 2015 provided by Forest to J.P. Morgan in April 2014 contained an inadvertent error relating to the oil price realizations applied by Forest's management to Sabine's forecasted oil production in order to make Sabine's results more directly comparable to Forest's. The error resulted in an overstatement of Sabine's 2015E EBITDA and cash flow of approximately \$30 million, but had no effect on forward lease-level field production estimates, lease operating expenses, or type curve estimates for reservoir evaluation. In addition, the error affected only the baseline Base Sabine Budget Projections and did not affect the Adjusted Sabine Projections, which were provided to the Forest board and to J.P. Morgan along with the Base Sabine Budget Projections. See Certain Unaudited Financial Forecasts of Sabine. After discovery of the oil price realization error in late May 2014, Forest provided J.P. Morgan with the necessary corrections to the Base Sabine Budget Projections. See Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor.

On May 27, 2014, the Forest board met, together with members of management and Forest's legal and financial advisors. During this meeting, Forest management reviewed with the Forest board the error in oil price realization and the impact on the Base Sabine Budget Projections, and provided its perspectives, including management's view that the error resulted in an immaterial difference to the overall assessment of the merger. J.P. Morgan reviewed with the Forest board the differences between J.P. Morgan's public trading multiples analysis for Sabine, relative contribution analysis and relative valuation analysis using the Base Sabine Budget Projections before and after correction for the oil basis differential error. J.P. Morgan noted that, if J.P. Morgan had used the corrected Base Sabine Budget Projections as of May 5, 2014, the corrected Base Sabine Budget Projections would not have changed J.P. Morgan's overall determination as of such date that, based on all of the valuation analyses conducted by J.P. Morgan and based upon and subject to the factors, assumptions, limitations and qualifications set forth in J.P. Morgan's opinion, the exchange ratio in the proposed transactions contemplated by the original merger agreement was fair, from a financial point of view, to the holders of Forest common stock. J.P. Morgan also noted that the receipt of the corrected Base Sabine Budget Projections in late May 2014 had not caused it to withdraw or modify its opinion, delivered orally to the Forest board on May 5, 2014, which was subsequently confirmed in writing on May 5, 2014, as to the fairness, from a financial point of view and as of the date of such opinion and based upon and subject to the factors, assumptions, limitations and qualifications set forth in such opinion, of the exchange ratio in the proposed transactions contemplated by the original merger agreement to the holders of Forest common stock. After discussing the matter further, the Forest board, by unanimous vote of those present, determined to continue to recommend that Forest's shareholders vote to adopt the merger agreement.

As discussed under Impact on Forest's Debt, if the transaction is completed as contemplated, Forest will make a change of control offer to holders of Forest's existing notes to acquire the existing notes at a price of 101% of the outstanding principal amount of existing notes, and financing commitments have been obtained to finance that offer. Following the public announcement of the transaction on May 6, the trading price of Forest's outstanding notes increased from approximately 87-90% of par to approximately 100% of par.

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A registration statement on Form S-4 for the transaction was filed on May 29, 2014. In early June 2014, Forest and Sabine began hearing from Forest investors and other market participants that certain hedge funds held short positions or acquired credit default swaps with respect to Forest's debt, which positions would increase in value in the event of a decline in the trading prices of Forest's debt, a bankruptcy of Forest, or a default by Forest with respect to its outstanding debt. As a result, the holders of these positions had interests that were directly opposed to the best interests of holders of Forest's common stock. According to information obtained by Forest, which could not be fully confirmed, one way or another, those hedge funds were also buying Forest's common shares for the purpose of voting them against the original transaction on the expectation that the failure of the original transaction would cause a decrease in the trading prices of Forest's debt (including because Forest would no longer be expected to make a change of control offer at 101% of par) or make a Forest default or bankruptcy more likely. Forest and Sabine also heard that the hedge funds planned to sell Forest's common shares after the record date for the special meeting, which would allow the hedge funds to vote against the original transaction at the special meeting without having any ongoing economic interest in Forest's common shares and while having economic interests that were opposed to, or inconsistent with the interests of Forest's common shareholders. The Forest board discussed the likelihood that certain hedge funds were pursuing this strategy, and the risks posed to Forest's common shareholders in the event such hedge funds were in fact employing the strategy, and the possibility that the strategy could be deterred or weakened by restructuring the transaction to lower the approval requirement from two-thirds of the outstanding shares thereby making it more difficult for these hedge funds to obtain a blocking position. In this regard, the Forest board was advised by outside advisors that because shares not voted in connection with a vote requiring approval by two-thirds of all outstanding common shares have the same effect as shares voted against the transaction, and because a not-insignificant number of shares could, based on past experience, be expected not to be voted, the hedge funds could achieve a blocking position under such a voting standard with far less than 33% of the outstanding common shares. After discussion, it was the consensus of the Forest board that the future strategic direction of Forest should be determined by Forest shareholders who have an economic interest in enhancing the value of Forest and its common stock, rather than by investors holding investment positions that give those investors an economic interest in reducing or destroying the value of Forest and its common stock. After discussions between Forest, Sabine and their respective advisors, the parties determined that it would be in the best interests of Forest's common shareholders to restructure the combination transaction in the form described in this proxy statement to make it more difficult for hedge funds who have shorted Forest's debt to obtain a blocking voting position against the combination transaction and to adopt the shareholder rights plan to deter hedge funds from employing this anti-shareholder-value trading strategy. See *The Merger Agreement and Other Transaction Agreements Provisions Related to Shareholder Rights Plan*.

During June and early July 2014, Forest and Sabine negotiated the form of the amended and restated merger agreement and revised transaction documents. Under the new structure, approval of the issuance of new Forest common and preferred shares to Sabine Investor Holdings and AIV Holdings by holders of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote, which we refer to as the share issuance proposal, is required by NYSE rules, and cannot be waived. Approval of the authorized share proposal is being sought in order to facilitate the conversion of shares of Forest Series A convertible common-equivalent preferred stock into shares of Forest common stock, but it is not required by law or stock exchange rule, and therefore may be waived by the parties.

On July 3, 2014, the Forest board met telephonically, together with members of management and Forest's legal and financial advisors. During this meeting, Forest's management and legal advisors reviewed with the Forest board the revised transaction structure, including the revised voting requirements and conditions, and discussed the possibility of adopting a shareholder rights plan specially designed to address the particular concern regarding the suspected hedge fund strategy. Forest's management reaffirmed for the Forest board that although the revised transaction alters the legal structure of the merger and provides Sabine Investor Holdings and AIV Holdings with elevated voting rights (80% of the voting power compared to 73.5% of the economic interest in the combined company), the revised

transaction does not alter the economic consequences of the combination transaction, noting, in particular, that Forest's current shareholders would after completion of the

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combination hold approximately 26.5% of the common-equivalent economic interest in the combined Forest and Sabine businesses, the same percentage as Forest's current shareholders would have held immediately after the original transaction had it been completed on its terms. Forest's management then provided its perspectives, including management's view that the revised transaction structure and shareholder vote requirements, and the adoption of the shareholder rights plan would (1) reduce or deter the ability of some hedge funds with interests contrary to the interests of shareholders generally to engage in the suspected anti-shareholder-value trading strategy and (2) increase the likelihood that the shareholder vote on the proposals will reflect the will of Forest's common shareholders interested in enhancing the value of Forest and its common shares, whether as a standalone company or combined with Sabine. Forest's management also noted that because votes of Forest's shareholders, both before and after the combination transaction and reincorporation merger, would generally require approval of either a majority of the outstanding voting power, or at most two-thirds of the outstanding voting power, under applicable law, regulation and the applicable certificate of incorporation and bylaws, increasing the voting power of Sabine Investor Holdings and AIV Holdings to 80% (from 73.5% under the original merger agreement) would have little or no practical effect. At this time, representatives of J.P. Morgan were asked to join the telephonic meeting of the Forest board, and J.P. Morgan confirmed that it was not withdrawing or modifying its opinion dated May 5, 2014 (as more fully described in Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor). After further discussion, it was the unanimous consensus of the Forest board that it would be in the best interests of Forest and its shareholders to pursue a revised transaction, and the Forest board instructed management to complete negotiations with Sabine for an amended and restated merger agreement and related documents.

On July 9, 2014, the Forest board met telephonically, together with members of management and Forest's legal advisors. At this meeting, Forest's management and legal advisors updated the Forest board on the resolution of negotiations with Sabine for a revised transaction, and Forest's legal counsel reviewed the proposed shareholder rights plan. After discussions, including as to the matters discussed at the July 3, 2014, meeting of the Forest board and as to the matters discussed below in the section entitled "Reasons for the Recommendation to Forest Shareholders by the Forest Board," the Forest board, by unanimous vote of all of its members, (1) approved the amended and restated merger agreement and determined that the combination transaction is advisable and in the best interests of Forest and its shareholders, (2) unanimously recommended that Forest shareholders vote "FOR" the share issuance proposal, the authorized share proposal and the other proposals to be voted on at the special meeting, and (3) adopted the shareholder rights plan.

Following the conclusion of the Forest board meeting, Forest, Sabine and their respective counsel finalized the transaction documentation, and the parties executed the amended and restated merger agreement and the related revised transaction agreements. On the morning of July 10, 2014, the parties publicly announced the revised transaction.

**Reasons for the Recommendation to Forest Shareholders by the Forest Board**

After careful consideration, the Forest board unanimously determined that the combination transaction is in the best interests of Forest and its shareholders and unanimously approved the combination transaction. This explanation of the Forest board's reasons for recommending the proposed transactions and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under "Cautionary Statement Regarding Forward-Looking Statements."

The Forest board considered the following material factors that it believes support its determinations:

***Strategic considerations and aggregate value***

the aggregate value of the Forest common shares to be retained by Forest's current shareholders after giving effect to the combination of Forest's and Sabine's businesses, relative to the value of such shares on a standalone basis if Forest were to not engage in the combination transaction, including the fact that, following

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the combination transaction, Forest common shareholders will have the opportunity to participate in the potential value created by combining Forest and Sabine and benefit from any increases in the value of Forest common shares;

the limitations and risks associated with continuing as a standalone entity, including the risks associated with Forest's substantial leverage relative to its asset base, its constrained financial flexibility, and the impact of these factors on Forest's ability to fund its drilling operations and to fully exploit and develop its oil and gas assets, and the risks associated with Forest's limited financial flexibility in light of Forest's share price and debt level;

the view that the proposed combination transaction with Sabine meets the strategic objectives established by the Forest board and management with respect to achieving improved financial strength and operational scale relative to Forest's publicly traded peers and other operators, and that the proposed combination transaction with Sabine would be superior both operationally and with respect to shareholder value, than the alternative of not engaging in the transaction and continuing to operate its business as an independent, standalone company;

that Forest actively explored strategic alternatives over a lengthy period of time, solicited interest for a variety of potential transactions and structures, and that since the beginning of 2013, Forest had contacted or been contacted by 21 potentially interested parties regarding a transaction involving a merger or sale of Forest and had engaged in discussions and, in some cases, due diligence with 10 of those parties;

that the proposal from Sabine was the only proposal received for a transaction involving the whole of Forest, and was the only available alternative (including joint venture alternatives) found to be in the best interests of Forest and its shareholders relative to the alternative of continuing to operate its business as an independent, standalone company;

the view that the value of the per share merger consideration would, at the time of the public announcement of the transactions, be greater than the closing price of Forest common shares as of May 5, 2014, the last trading day before the public announcement of the transactions contemplated by the merger agreement; and

the percentage ownership in Forest that current Forest common shareholders would have after the combination transaction.

***Operational benefits and enhanced asset portfolio***

meaningful anticipated growth to the combined company's asset portfolio, including the complementary combined operating footprint between the Sabine and Forest assets within core areas, including East Texas and the Eagle Ford shale;

significant operational and financial synergies to be realized following consummation of the transactions contemplated by the merger agreement, including general and administrative cost, lease operating expense and



capital expenditure savings;

the combined company's improved flexibility to allocate capital to the projects in the combined company's portfolio with the highest rate of return, including by exploring opportunistic divestitures of non-core assets and the redeployment of sales proceeds; and

the ability to benefit from Sabine's and Forest's respective technical expertise and operational expertise with regard to specific asset development.

***Improved credit profile***

The Forest board expects the combination transaction will improve Forest's credit profile, including:

that the larger combined company will have improved liquidity due to a greater combined lending base and will benefit from a lower cost of capital, and as a result will be able to maximize Forest's asset base value, compete more effectively and more readily assume any risk inherent in Forest's business;

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that the combined company's cash flow, together with the potential to explore the opportunistic divestment of non-core assets, will allow deleveraging over time;

that greater overall scale would provide the combined company with improved access to capital markets; and

potential support provided by First Reserve or from being part of First Reserve's portfolio.

***Financial projections and opinion of J.P. Morgan***

the financial projections prepared by Forest's management (described in Proposal No. 1 The Share Issuance Proposal Certain Unaudited Financial Forecasts of Forest ), and the judgment, advice and analysis of Forest's management, including their favorable recommendation of the combination transaction; and

the financial presentation and opinion, dated May 5, 2014, of J.P. Morgan to the Forest board as to the fairness, from a financial point of view and as of the date of such opinion, of the exchange ratio in the transactions contemplated by the original merger agreement to the Forest common shareholders, which opinion was based upon and subject to the factors, assumptions, limitations and qualifications set forth in its opinion, as more fully described in Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor. While there is no longer an exchange ratio in the merger agreement the exchange ratio under the original merger agreement would have resulted in Forest's current shareholders, on the one hand, and Sabine Investor Holdings and AIV Holdings, on the other hand, receiving the same percentage economic common-equivalent interest in the post-closing combined company of approximately 26.5% and 73.5% respectively as they will hold or receive as of the closing of the combination transaction under the merger agreement. For more information, see Background of the Combination Transaction.

***Favorable terms of the transaction documents***

all of the terms and conditions of the merger agreement, including, among other things, the representations, warranties, covenants and agreements of the parties, the conditions to closing and the form and structure of the merger consideration and the termination rights, Forest's right to appoint two members of Forest's board, and the terms and conditions of the stockholder's agreement;

the fact that Forest and Sabine undertook extensive negotiations resulting in revisions to the original draft merger agreement to make the terms more favorable to Forest and its shareholders;

the fact that the combination transaction is subject to the approval of holders of at least a majority of outstanding Forest common shares present (in person or by proxy) at the special meeting and entitled to vote, which shareholders therefore have the option to reject the combination transaction by voting against the share issuance proposal and the authorized share proposal;

the terms of the merger agreement that permit Forest, prior to the time that Forest common shareholders approve the share issuance proposal and the authorized share proposal, to discuss and negotiate, under specified circumstances, an unsolicited Acquisition Proposal should one be made, if the Forest board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal or would be reasonably likely to lead to a Superior Proposal;

the fact that the merger agreement allows the Forest board, under specified circumstances, to change or withdraw its recommendation to the Forest common shareholders with respect to the approval of the share issuance proposal and the authorized share proposal in response to a Superior Proposal or Forest Intervening Event;

the fact that the merger agreement allows the Forest board, under specified circumstances, to terminate the merger agreement to enter into a Superior Proposal;

the likelihood, considering the terms of the merger agreement, that the combination transaction would be completed; and

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the view that the revised transaction structure which requires Forest shareholder approval, but at a level below the two-thirds-of-the-outstanding-voting-power standard required under the original merger agreement maximizes the chances that the shareholder vote on the proposed transaction will reflect the will of the majority of Forest shareholders who have an economic interest in enhancing the value of Forest and its common stock, rather than the will of investors holding investment positions that give those investors an economic interest in reducing or destroying the value of Forest and its common stock.

***Risks and potentially negative factors***

The Forest board also considered a variety of risks and other potentially negative factors concerning the merger agreement and the combination transaction, including the following:

the risk that because the consideration is a fixed number of Forest convertible common shares and common-equivalent preferred shares, the value of the percentage ownership in Forest that current Forest common shareholders would have after the combination transaction may decrease relative to the value of their existing interests in Forest common stock and the fact that the merger agreement does not provide Forest with a price-based termination right or other similar protection;

the risk that the potential benefits of the combination transaction (including the amount of potential efficiencies) may not be fully achieved;

the fact that there may be disruption of Forest's operations following the announcement of the merger agreement and the combination transaction;

the fact that, while Forest expects the combination transaction will be consummated, there can be no guarantee that all conditions to the parties' obligations to consummate the combination transaction will be satisfied, and, as a result, the combination transaction may not be consummated and the risks and costs to Forest in such event;

the risk that the combination transaction may be delayed or may not be completed, including the risk that the approval of Forest's common shareholders may not be obtained, as well as the potential loss of value to the Forest common shareholders and the potential negative impact on the operations and prospects of Forest if for any reason the combination transaction is delayed or is not completed;

the terms of the merger agreement that place restrictions on the conduct of the business of Forest prior to the completion of the combination transaction, which may delay or prevent Forest from undertaking business opportunities that may arise pending completion of the combination transaction;

the significant costs involved in connection with negotiating the merger agreement and completing the combination transaction, the substantial management time and effort required to effectuate the combination transaction and the related disruption to Forest's day-to-day operations and the risk of diverting management focus and resources from other strategic opportunities during the pendency of the combination transaction;

the fact that, under certain circumstances, Forest may be required to pay a termination fee upon termination of the merger agreement;

that Sabine Investor Holdings and AIV Holdings will hold 80% of the combined voting power of Forest after the completion of the combination transaction (up from 73.5% under the original merger agreement). However, the Forest board considered that because votes of Forest's shareholders, both before and after the combination transaction and reincorporation merger, would generally require approval of either a majority of the outstanding voting power, or at most two-thirds of the outstanding voting power under applicable law, regulation and the applicable certificate of incorporation and bylaws, this increase in voting power would have little to no practical effect. The Forest board believes that the benefits secured by the revising the transaction structure outweighed the small reduction in Forest shareholders' total voting power relative to Sabine Investor Holdings and AIV Holdings.

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the fact that Sabine Investor Holdings and AIV Holdings, which are controlled by First Reserve, will own Forest common stock and convertible common-equivalent preferred stock collectively representing a 73.5% economic interest in Forest and 80% of the total voting power in Forest and that such ownership could result in its control of the Forest board of directors and could discourage a third party from making an offer to acquire Forest in the future unless Sabine Investor Holdings and AIV Holdings supported such offer, and could prevent current Forest common shareholders from receiving any additional control premium following completion of the transactions contemplated by the merger agreement;

the risk that your equity interest in Forest may be diluted as a result of the payment of special dividends on the Series B convertible common-equivalent preferred stock if (i) the authorized share proposal is not approved at the special meeting, (ii) Forest and Sabine mutually elect to waive the authorized share proposal condition and (iii) the authorized share proposal is not subsequently approved within three months following the effective time of the combination transaction (see Description of Capital Stock Series B Convertible Common-Equivalent Preferred Stock );

the potential challenges and difficulties with integrating the operations of Sabine and Forest; and

the fact that the analyses and projections on which the Forest board made its determinations are uncertain. The Forest board also considered a variety of other risks and other countervailing factors, including the risks of the type and nature described under Cautionary Statement Regarding Forward-Looking Statements.

The Forest board concluded that the benefits of the transaction to Forest and its shareholders outweighed the perceived risks. In view of the wide variety of factors considered, and the complexity of these matters, the Forest board did not find it useful and did not attempt to quantify or assign any relative or specific weights to the various factors it considered. Rather, the Forest board viewed the decisions as being based on the totality of the information available to it. In addition, individual members of the Forest board may have given differing weights to different factors.

### **Opinion of J.P. Morgan Securities LLC, Forest's Financial Advisor**

Pursuant to an engagement letter effective as of May 2, 2013, Forest retained J.P. Morgan as its financial advisor in connection with the proposed transactions contemplated by the original merger agreement and the merger agreement.

At the meeting of the Forest board on May 5, 2014, J.P. Morgan rendered its oral opinion to the Forest board that, as of such date and based upon and subject to the factors, assumptions, limitations and qualifications set forth in such opinion, the exchange ratio in the proposed transactions contemplated by the original merger agreement was fair, from a financial point of view, to the holders of Forest common stock. J.P. Morgan confirmed its May 5, 2014 oral opinion by delivering its written opinion to the Forest board, dated May 5, 2014, that, as of such date, the exchange ratio in the proposed transactions contemplated by the original merger agreement was fair, from a financial point of view, to the holders of Forest common stock. No limitations were imposed by the Forest board upon J.P. Morgan with respect to the investigations made or procedures followed by it in rendering its opinion. While there is no longer an exchange ratio in the merger agreement, the exchange ratio under the original merger agreement would have resulted in Forest's current shareholders, on the one hand, and Sabine Investor Holdings and AIV Holdings, on the other hand, receiving the same percentage economic common-equivalent interest in the post-closing combined company of approximately 26.5% and 73.5% respectively as they will hold or receive as of the closing of the combination transaction under the merger agreement. For more information, see Background of the Combination Transaction.

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The full text of the written opinion of J.P. Morgan dated May 5, 2014, which sets forth the assumptions made, matters considered and limits on the review undertaken, is attached as Annex G to this document and is incorporated herein by reference. Forest's shareholders are urged to read the opinion in its entirety. J.P. Morgan's

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written opinion is addressed to the Forest board, is directed only to the exchange ratio in the transactions contemplated by the original merger agreement and does not constitute a recommendation to any Forest shareholder as to how such shareholder should vote with respect to the transactions contemplated by the original merger agreement, the merger agreement or any other matter. The summary of the opinion of J.P. Morgan set forth in this document is qualified in its entirety by reference to the full text of such opinion.

In arriving at its opinion, J.P. Morgan, among other things:

reviewed the original merger agreement;

reviewed certain publicly available business and financial information concerning Forest and Sabine Investor Holdings and the industries in which they operate;

compared the financial and operating performance of Forest and Sabine Investor Holdings with publicly available information concerning certain other companies J.P. Morgan deemed relevant and reviewed the current and historical market prices of Forest shares and certain publicly traded securities of such other companies;

reviewed certain internal financial analyses and forecasts prepared by or at the direction of the managements of Forest and Sabine Investor Holdings relating to their respective businesses, as well as the estimated amount and timing of cost savings and related expenses and synergies expected to result from the transactions contemplated by the original merger agreement (the Synergies ); and

performed such other financial studies and analyses and considered such other information as J.P. Morgan deemed appropriate for the purposes of its opinion.

J.P. Morgan also held discussions with certain members of the management of Forest and Sabine Investor Holdings with respect to certain aspects of the transactions contemplated by the original merger agreement, and the past and current business operations of Forest and Sabine Investor Holdings, the financial condition and future prospects and operations of Forest and Sabine Investor Holdings, the effects of the transactions contemplated by the original merger agreement on the financial condition and future prospects of Forest and Sabine Investor Holdings, and certain other matters J.P. Morgan believed necessary or appropriate to its inquiry.

J.P. Morgan relied upon and assumed, without assuming responsibility or liability for independent verification, the accuracy and completeness of all information that was publicly available or was furnished to or discussed with J.P. Morgan by Forest and Sabine Investor Holdings or otherwise reviewed by or for J.P. Morgan. J.P. Morgan did not conduct and was not provided with any valuation or appraisal of any assets or liabilities, nor did J.P. Morgan evaluate the solvency of Forest or Sabine Investor Holdings under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on financial analyses and forecasts provided to it or derived therefrom, including the Synergies, J.P. Morgan assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of Forest and Sabine Investor Holdings to which such analyses or forecasts relate. J.P. Morgan expressed no view as to such analyses or forecasts (including the Synergies) or the assumptions on which they were based. J.P. Morgan also assumed that the transactions contemplated by the original merger agreement and the other transactions



contemplated by the original merger agreement will qualify as tax-free transactions for U.S. federal income tax purposes, and will be consummated as described in the original merger agreement. J.P. Morgan also assumed that the representations and warranties made by Forest and Sabine Investor Holdings in the original merger agreement and the related agreements were and will be true and correct in all respects material to J.P. Morgan's analysis. J.P. Morgan is not a legal, regulatory or tax expert and has relied on the assessments made by advisors to Forest with respect to such issues. J.P. Morgan further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the transactions contemplated by the original merger agreement will be obtained without any adverse effect on Forest or Sabine Investor Holdings or on the contemplated benefits of the transactions contemplated by the original merger agreement.

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The projections for Forest and the Sabine business of Sabine Investor Holdings, respectively, for the fiscal years ending December 31, 2014 and December 31, 2015 furnished to J.P. Morgan were prepared by the respective managements of Forest and Sabine, and were adjusted by Forest management by applying consistent commodity price assumptions to the projections for both companies (as so adjusted, the Base Forest Budget Projections and the Base Sabine Budget Projections, respectively, as described in Certain Unaudited Financial Forecasts of Forest and Certain Unaudited Financial Forecasts of Sabine ). The projections were then further adjusted by Forest's management to reflect, among other things, updated production profiles of Forest's oil and gas wells, and Forest's assessment of the production profiles of Sabine's wells (as so further adjusted, the Adjusted Forest Projections and the Adjusted Sabine Projections, respectively, as described in Certain Unaudited Financial Forecasts of Forest and Certain Unaudited Financial Forecasts of Sabine ). Neither Forest nor Sabine Investor Holdings publicly discloses internal management projections of the type provided to J.P. Morgan in connection with J.P. Morgan's analysis of the transactions contemplated by the original merger agreement, and such projections were not prepared with a view toward public disclosure. These projections, and the adjustments made by Forest thereto, were based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of Sabine and Forest, including, without limitation, factors related to general economic and competitive conditions and prevailing interest rates. Accordingly, actual results could vary significantly from those set forth in such projections. For more information regarding the use of projections, please refer to the sections entitled Certain Unaudited Financial Forecasts of Forest and Certain Unaudited Financial Forecasts of Sabine.

As discussed in the section entitled Background of the Combination Transaction, in late May 2014, J.P. Morgan was informed that the 2015E EBITDA and cash flow forecasts for Sabine for the calendar/fiscal years ended December 31, 2015 provided by Forest to J.P. Morgan in April 2014 as part of the Base Sabine Budget Projections contained an inadvertent error relating to the oil basis differential applied to Sabine's production.

On May 27, 2014, J.P. Morgan reviewed with the Forest board the differences between J.P. Morgan's public trading multiples analysis for Sabine, relative contribution analysis and relative valuation analysis using the Base Sabine Budget Projections before and after correction for the oil basis differential error (as corrected, the corrected Base Sabine Budget Projections ). J.P. Morgan noted that, if J.P. Morgan had used the corrected Base Sabine Budget Projections as of May 5, 2014, the corrected Base Sabine Budget Projections would not have changed J.P. Morgan's overall determination as of such date that, based on all of the valuation analyses conducted by J.P. Morgan and based upon and subject to the factors, assumptions, limitations and qualifications set forth in J.P. Morgan's opinion, the exchange ratio in the proposed transactions contemplated by the original merger agreement was fair, from a financial point of view, to the holders of Forest common stock. J.P. Morgan also noted that the receipt of the corrected Base Sabine Budget Projections in late May 2014 had not caused it to withdraw or modify its opinion, delivered orally to the Forest board on May 5, 2014, which was subsequently confirmed in writing on May 5, 2014, as to the fairness, from a financial point of view and as of the date of such opinion and based upon and subject to the factors, assumptions, limitations and qualifications set forth in such opinion, of the exchange ratio in the proposed transactions contemplated by the original merger agreement to the holders of Forest common stock.

J.P. Morgan's opinion is based on economic, market and other conditions as in effect on, and the information made available to J.P. Morgan as of, the date of such opinion. Subsequent developments may affect J.P. Morgan's opinion, and J.P. Morgan does not have any obligation to update, revise, or reaffirm such opinion. J.P. Morgan's opinion is limited to the fairness, from a financial point of view, to the holders of Forest common stock of the exchange ratio in the proposed transactions contemplated by the original merger agreement, and J.P. Morgan has expressed no opinion as to the fairness of any consideration to be paid in connection with the transactions contemplated by the original merger agreement to the holders of any other class of securities, creditors or other constituencies of Forest or the underlying decision by Forest to engage in the transactions contemplated by the original merger agreement. J.P. Morgan expressed no opinion as to the price at which Forest shares or Holdco stock will trade at any future time,

whether before or after the closing of the transactions contemplated by the original merger agreement.

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In accordance with customary investment banking practice, J.P. Morgan employed generally accepted valuation methods in reaching its opinion. The following is a summary of the material financial analyses utilized by J.P. Morgan in connection with providing its opinion.

***Public Trading Multiples Analysis***

Using publicly available information, J.P. Morgan compared selected financial data of Forest and Sabine with similar data for publicly traded companies engaged in businesses which J.P. Morgan judged to be sufficiently analogous to Forest's and Sabine's businesses or aspects thereof.

For Forest, the companies selected by J.P. Morgan were as follows:

Goodrich Petroleum Corporation

Midstates Petroleum Company, Inc.

Penn Virginia Corporation

PetroQuest Energy, Inc.

For Sabine, the companies selected by J.P. Morgan were as follows:

Forest

Goodrich Petroleum Corporation

Jones Energy, Inc.

Midstates Petroleum Company, Inc.

Penn Virginia Corporation

PetroQuest Energy, Inc.

SandRidge Energy, Inc.

These companies were selected for each of Forest and Sabine, among other reasons, because they are publicly traded companies with operations and businesses that, for purposes of J.P. Morgan's analysis, may be considered similar to those of Forest and Sabine based on the nature of their assets and operations and the form and geographic location of their operations. However, certain of these companies may have characteristics that are materially different from those of Forest and Sabine. The analyses necessarily involve complex considerations and judgments concerning differences in financial and operational characteristics of the companies involved and other factors that could affect the companies differently than would affect Forest or Sabine.

For each company listed above, J.P. Morgan calculated and compared various financial multiples and ratios based on publicly available information as of May 2, 2014. Among other calculations, the information J.P. Morgan calculated for each of the selected companies included:

Multiple of equity value (calculated as the market value of the company's common stock on a fully diluted basis) to research analysts' consensus estimates for cash flow (calculated as earnings before interest, taxes, depreciation, amortization and exploration expenses ( EBITDAX ), less interest expense and taxes) for the fiscal years ended December 31, 2014 and December 31, 2015;

Multiple of firm value (calculated as equity value plus debt and other adjustments, including non-controlling interest and preferred stock, less cash) to research analysts' consensus estimates for EBITDAX for the fiscal years ended December 31, 2014 and December 31, 2015; and

Multiple of firm value to production (in dollars per thousand cubic feet equivalents per day ( \$/Mcfepd )) for the fiscal quarter ended December 31, 2013 ( 4Q 2013 production ) and estimated production for the fiscal year ended December 31, 2014.

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Results of the analysis for Forest and Sabine, respectively, are as follows:

*Forest***Peer Group Trading Multiples**

	Equity value to estimated cash flow		Firm value to estimated EBITDAX		Firm value to production (\$/Mcfepd)	
	2014E	2015E	2014E	2015E	4Q 2013	2014E
Mean	3.9x	2.9x	6.0x	4.6x	\$ 15,054	\$ 12,739
Median	2.8x	2.4x	4.9x	4.2x	\$ 16,141	\$ 13,080

Based on the results of this analysis and other factors that J.P. Morgan deemed appropriate, including adjustments for certain company values that J.P. Morgan did not consider representative, J.P. Morgan selected multiple reference ranges for Forest of 1.5x – 3.0x and 1.0x – 2.5x for equity value to estimated 2014 and 2015 cash flow, respectively, ranges of 4.5x – 5.5x and 4.0x – 4.5x for firm value to estimated 2014 and 2015 EBITDAX, respectively, and ranges of \$11,000 – \$14,000 and \$9,500 – \$12,500 for firm value to 4Q 2013 production and estimated 2014 production, respectively.

After applying such ranges to the appropriate metrics for Forest based on the Base Forest Budget Projections, the analysis indicated the following implied equity value per share ranges for Forest shares:

**Forest Implied Equity Value Per Share Range Base Forest Budget Projections**

	Equity value to estimated cash flow		Firm value to estimated EBITDAX		Firm value to production (\$/Mcfepd)	
	2014E	2015E	2014E	2015E	4Q 2013	2014E
High	\$ 3.57	\$ 4.81	\$ 3.18	\$ 4.87	\$ 6.87	\$ 7.07
Low	\$ 1.78	\$ 1.92	\$ 1.48	\$ 3.64	\$ 4.07	\$ 3.89

After applying such ranges to the appropriate metrics for Forest based on the Adjusted Forest Projections, the analysis indicated the following implied equity value per share ranges for Forest shares:

**Forest Implied Equity Value Per Share Range Adjusted Forest Projections**

	Equity value to estimated cash flow		Firm value to estimated EBITDAX		Firm value to production (\$/Mcfepd)	
	2014E	2015E	2014E	2015E	4Q 2013	2014E
High	\$ 2.72	\$ 4.08	\$ 1.97	\$ 3.56	N/A	\$ 6.50
Low	\$ 1.36	\$ 1.63	\$ 0.48	\$ 2.48	N/A	\$ 3.46

The ranges of implied equity values per Forest share based on the Base Forest Budget Projections and the Adjusted Forest Projections were compared to Forest's closing share price of \$1.77 on May 2, 2014.

*Sabine***Peer Group Trading Multiples**

	<b>Equity value to estimated</b>		<b>Firm value to estimated</b>		<b>Firm value to production</b>	
	<b>cash flow</b>		<b>EBITDAX</b>		<b>(\$/Mcfepd)</b>	
	<b>2014E</b>	<b>2015E</b>	<b>2014E</b>	<b>2015E</b>	<b>4Q 2013</b>	<b>2014E</b>
Mean	3.7x	2.8x	5.9x	4.7x	\$ 14,175	\$ 11,931
Median	3.0x	2.4x	4.9x	4.2x	\$ 12,780	\$ 11,056

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Based on the results of this analysis and other factors that J.P. Morgan deemed appropriate, including adjustments for certain company values that J.P. Morgan did not consider representative, J.P. Morgan selected multiple reference ranges for Sabine of 2.0x 3.5x and 1.5x 3.0x for equity value to estimated 2014 and 2015 cash flow, respectively, ranges of 5.0x 6.0x and 4.0x 5.0x for firm value to estimated 2014 and 2015 EBITDAX, respectively, and a range of \$11,500 \$14,500 and \$10,000 \$13,000 for firm value to 4Q 2013 production and estimated 2014 production, respectively.

After applying such ranges to the appropriate metrics for Sabine based on the Base Sabine Budget Projections, the analysis indicated the following implied equity value ranges for Sabine:

**Sabine Implied Equity Value Range Base Sabine Budget Projections**

	Equity value to estimated cash flow		Firm value to estimated EBITDAX		Firm value to production (\$/Mcfepd)	
	2014E	2015E <sup>(1)</sup>	2014E	2015E <sup>(2)</sup>	4Q 2013	2014E
High	\$ 916	\$ 1,248	\$ 1,041	\$ 1,466	\$ 1,827	\$ 1,680
Low	\$ 523	\$ 624	\$ 662	\$ 927	\$ 1,194	\$ 1,008

- (1) Using the corrected Base Sabine Budget Projections would indicate a low of \$578 million and a high of \$1,155 million.
- (2) Using the corrected Base Sabine Budget Projections would indicate a low of \$805 million and a high of \$1,314 million.

After applying such ranges to the appropriate metrics for Sabine based on the Adjusted Sabine Projections, the analysis indicated the following implied equity value ranges for Sabine:

**Sabine Implied Equity Value Range Adjusted Sabine Projections**

	Equity value to estimated cash flow		Firm value to estimated EBITDAX		Firm value to production (\$/Mcfepd)	
	2014E	2015E	2014E	2015E	4Q 2013	2014
High	\$ 849	\$ 979	\$ 928	\$ 1,026	N/A	\$ 1,640
Low	\$ 485	\$ 490	\$ 568	\$ 574	N/A	\$ 978

**Net Asset Value Analysis**

J.P. Morgan prepared a discounted cash flow analysis of the projected cash flow derived from production of Forest's proved reserves and probable and possible resource potential (the 3P assets) as of calendar year-end 2013, based upon extrapolations from estimates provided by Forest's management that were reviewed and approved by Forest's management for J.P. Morgan's use in connection with its financial analyses and rendering its fairness opinion. The projected cash flows from Forest's 3P assets were discounted to present values using a range of discount rates from 10.5% to 12%, which were chosen by J.P. Morgan based upon an analysis of the weighted average cost of capital of Forest. The present pre-tax value of Forest's 3P assets was then adjusted for Forest's net present value of projected general and administrative expenses, net present value of projected cash taxes (net of the present value of projected net operating loss utilization), 2013 calendar year-end net debt (calculated as the sum of net debt and expected cash



settlement of stock awards) and other adjustments to indicate a range of implied net asset equity values of between \$151 million and \$358 million for Forest. The implied net asset equity values for Forest were divided by the number of fully diluted shares outstanding at Forest to arrive at the following range of implied net asset values per share of Forest common stock.

	<b>Low</b>	<b>High</b>
Forest Implied Net Asset Value Per Share	\$ 1.27	\$ 3.00

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The range of implied net asset values per share for Forest was compared to Forest's closing share price of \$1.77 on May 2, 2014.

J.P. Morgan prepared a discounted cash flow analysis of the projected cash flow derived from production of Sabine's 3P assets as of calendar year-end 2013, based upon extrapolations from estimates provided by Forest's management that were reviewed and approved by Forest's management for J.P. Morgan's use in connection with its financial analyses and rendering its fairness opinion. The projected cash flows from Sabine's 3P assets were discounted to present values using a range of discount rates from 9.0% to 10.5%, which were chosen by J.P. Morgan based upon an analysis of the weighted average cost of capital of Sabine. The present pre-tax value of Sabine's 3P assets was then adjusted for Sabine's net present value of projected general and administrative expenses, net present value of projected cash taxes (net of the present value of projected net operating loss utilization), 2013 calendar year-end net debt and other adjustments to indicate the following range of implied net asset equity values for Sabine.

	<b>Low</b>	<b>High</b>
Sabine Implied Net Asset Equity Value (\$ millions)	\$ 216	\$ 542

**Relative Contribution Analysis**

J.P. Morgan analyzed the relative contribution of each of Forest and Sabine to the pro forma combined company with respect to estimated leverage-adjusted EBITDAX for 2014 and 2015, estimated cash flows for 2014 and 2015 and leverage-adjusted 4Q 2013 production and estimated 2014 production, using each of (a) the Base Forest Budget Projections and Base Sabine Budget Projections and (b) the Adjusted Forest Projections and Adjusted Sabine Projections, respectively. The analysis indicated that the contribution of Forest to the combined company with respect to EBITDAX, cash flow and production, for each fiscal year analyzed, ranged from 28% to 35% using the Base Forest Budget Projections and Base Sabine Budget Projections (or 28% to 37% using the Base Forest Budget Projections and the corrected Base Sabine Budget Projections), and from 22% to 37% using the Adjusted Forest Projections and Adjusted Sabine Projections.

**Table of Contents****Relative Valuation Analysis**

Based upon the implied equity values for Forest and the implied equity values for Sabine calculated in its Public Trading Multiples Analysis, and the implied equity values for Forest and the implied equity values for Sabine calculated in its Net Asset Value Analysis described above, J.P. Morgan calculated an implied range of the pro forma equity ownership of the holders of Forest common stock in the combined company. For each comparison, J.P. Morgan compared the highest equity value for Forest to the lowest equity value for Sabine to derive the highest implied pro forma equity ownership by the holders of Forest common stock implied by each set of reference ranges. J.P. Morgan also compared the lowest equity value for Forest to the highest equity value for Sabine to derive the lowest implied pro forma equity ownership by the holders of Forest common stock implied by each set of reference ranges. J.P. Morgan conducted this analysis comparing the values calculated based on (a) the Base Forest Budget Projections to the values calculated based on the Base Sabine Budget Projections and (b) the Adjusted Forest Projections to the values calculated based on the Adjusted Sabine Projections. The implied ranges of the pro forma equity ownership by the holders of Forest common stock in the combined company resulting from this analysis were:

	<b>Implied Pro Forma Forest Equity Ownership Percentage</b>			
	<b>Base Projections</b>		<b>Adjusted Projections</b>	
	<b>Low</b>	<b>High</b>	<b>Low</b>	<b>High</b>
<b>Public Trading Multiples Analysis</b>				
Equity value to 2014E cash flow	19%	45%	16%	40%
Equity value to 2015E cash flow <sup>(1)</sup>	15%	48%	17%	50%
Firm value to 2014E EBITDAX	14%	36%	6%	29%
Firm value to 2015E EBITDAX <sup>(2)</sup>	23%	38%	22%	42%
Firm value to 4Q 2013 production	21%	41%	N/A	N/A
Firm value to 2014E production	22%	46%	20%	44%
<b>Net Asset Valuation Analysis</b>	N/A	N/A	22%	62%

(1) Using the corrected Base Sabine Budget Projections would result in a low of 17% and a high of 50% for implied pro forma Forest equity ownership shown in the Base Projections column.

(2) Using the corrected Base Sabine Budget Projections would result in a low of 25% and a high of 42% for implied pro forma Forest equity ownership shown in the Base Projections column.

The implied ranges of the pro forma equity ownership by the holders of Forest common stock in the combined company were compared to the proposed pro forma ownership of the combined company following the transactions contemplated by the original merger agreement of 26.5% by the holders of Forest common stock.

**Value Creation Analysis**

J.P. Morgan conducted an analysis of the theoretical value creation to the holders of Forest common stock that compared the estimated implied equity value of Forest on a standalone basis based on the midpoint value determined in J.P. Morgan's Net Asset Value Analysis described above to the implied equity value of Forest shares pro forma for the proposed transactions contemplated by the original merger agreement. J.P. Morgan calculated the pro forma implied equity value of Forest shares by (1) adding the sum of (a) the implied equity value of Forest using the midpoint value determined in J.P. Morgan's Net Asset Value Analysis described above, (b) the implied equity value of Sabine using the midpoint value determined in J.P. Morgan's Net Asset Value Analysis described above, (c) the estimated present value of the Synergies and (d) the estimated impact of improved cost of capital of the combined

company relative to the estimated cost of capital for Forest on a standalone basis, (2) subtracting the sum of (a) the estimated implied impact on the present value of the projected net operating loss usage for the combined company relative to the estimated present value of the net operating loss usage of each company on a standalone basis and (b) the estimated present value of transaction fees and expenses relating to the transactions contemplated by the original merger agreement, and (3) multiplying such sum of the estimated valuations described above by a factor of 26.5%, representing the approximate pro forma

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equity ownership of the combined company by the holders of Forest common stock. Based on the assumptions described above, this analysis implied value creation for the holders of Forest common stock of approximately 5.0%.

J.P. Morgan also conducted an analysis of the theoretical value creation to the holders of Forest common stock that compared the equity value of Forest based on the per share closing price of Forest shares on May 2, 2014 to the implied equity value of Forest shares pro forma for the proposed transactions contemplated by the original merger agreement. J.P. Morgan calculated the pro forma implied equity value of Forest shares by (1) adding the sum of (a) the aggregate market value of Forest based upon the per share closing price of Forest shares on May 2, 2014, (b) the implied equity value of Sabine based on (i) the application of the 5.1x multiple of Forest's firm value to estimated EBITDAX for 2014 based on research analysts' consensus estimates to Sabine's estimated EBITDAX for 2014 based on Sabine Risked Budget, less (ii) Sabine's net debt as of calendar year-end 2013 and (c) the estimated present value of the Synergies, (2) subtracting the sum of (a) the implied impact on projected net operating loss usage for the combined company relative to the estimated present value of the projected net operating loss usage of each company on a standalone basis and (b) the estimated present value of transaction fees and expenses relating to the transactions contemplated by the original merger agreement, and (3) multiplying such sum of the estimated valuations described above by a factor of 26.5%, representing the approximate pro forma equity ownership of the combined company by the holders of Forest common stock. Based on the assumptions described above, this analysis implied value creation for the holders of Forest common stock of approximately 26.0%.

There can be no assurance, however, that the synergies, transaction-related expenses and other impacts referred to above will not be substantially greater or less than those estimated by Forest's management and described above.

***Miscellaneous***

The foregoing summary of certain material financial analyses does not purport to be a complete description of the analyses or data presented by J.P. Morgan. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. J.P. Morgan believes that the foregoing summary and its analyses must be considered as a whole and that selecting portions of the foregoing summary and these analyses, without considering all of its analyses as a whole, could create an incomplete view of the processes underlying the analyses and its opinion. In arriving at its opinion, J.P. Morgan did not attribute any particular weight to any analyses or factors considered by it and did not form an opinion as to whether any individual analysis or factor (positive or negative), considered in isolation, supported or failed to support its opinion. Rather, J.P. Morgan considered the totality of the factors and analyses performed in determining its opinion. Analyses based upon forecasts of future results are inherently uncertain, as they are subject to numerous factors or events beyond the control of the parties and their advisors. Accordingly, forecasts and analyses used or made by J.P. Morgan are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by those analyses. Moreover, J.P. Morgan's analyses are not and do not purport to be appraisals or otherwise reflective of the prices at which businesses actually could be bought or sold.

As a part of its investment banking business, J.P. Morgan and its affiliates are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements, and valuations for estate, corporate and other purposes. J.P. Morgan was selected to advise Forest with respect to the transactions contemplated by the original merger agreement and the merger agreement on the basis of such experience and its familiarity with Forest.

For services rendered in connection with the transactions contemplated by the original merger agreement and the merger agreement, Forest agreed to pay J.P. Morgan a fee of approximately \$9 million, \$5 million of which was

payable upon delivery by J.P. Morgan of its opinion and the remainder of which is contingent upon

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the consummation of the transactions contemplated by the merger agreement. In addition, Forest has agreed to reimburse J.P. Morgan for its reasonable expenses incurred in connection with its services, including reasonable fees and disbursements of counsel, and will indemnify J.P. Morgan against certain liabilities, including liabilities arising under the Federal securities laws.

During the two years preceding delivery of its opinion, neither J.P. Morgan nor its affiliates have had any material financial advisory or other material commercial or investment banking relationships with Sabine Investor Holdings. During the two years preceding delivery of its opinion, J.P. Morgan and its affiliates have had commercial or investment banking relationships with Forest and certain portfolio companies of First Reserve, for which J.P. Morgan and such affiliates have received customary compensation. Such services during such period have included acting as (i) joint bookrunner on an offering of Forest's debt securities in September 2012 and as Forest's financial advisor in connection with the sale of certain of its oil and gas assets to Templar Energy LLC in November 2013 and (ii) financial advisor for certain transactions, joint bookrunner on offerings of debt and equity securities and arranger on certain credit facilities for certain portfolio companies of First Reserve. In addition, J.P. Morgan's commercial banking affiliate is an agent bank and a lender under outstanding credit facilities of Forest, for which it receives customary compensation or other financial benefits. In the ordinary course of their businesses, J.P. Morgan and its affiliates may actively trade the debt and equity securities of Forest for their own account or for the accounts of customers and, accordingly, J.P. Morgan and its affiliates may at any time hold long or short positions in such securities.

**Certain Unaudited Financial Forecasts of Forest**

Forest does not as a matter of course publicly disclose detailed forecasts or internal projections as to future production, earnings or cash flow because of, among other reasons, the uncertainty of the underlying assumptions and estimates. The financial information concerning Forest's forecast set forth below is included in this document only because it was made available by Forest management to the Forest board, to J.P. Morgan in connection with rendering its fairness opinion and related financial analysis to the Forest board, and to Sabine and Sabine Investor Holdings and its advisors in connection with their due diligence review of Forest.

Forest management prepared and delivered to J.P. Morgan the following projections of Forest's production for the fiscal year of 2014, and of EBITDAX and cash flow for the fiscal years of 2014 and 2015 which were prepared independently from the proposed transactions:

	Base <sup>(3)(4)</sup>		Adjusted <sup>(5)</sup>	
	2014E	2015E	2014E	2015E
	(\$ in millions)			
Production (Mmcfepd)	126	N/A	121	N/A
EBITDAX <sup>(1)</sup>	\$ 203	\$ 293	\$ 177	\$ 258
Cash flow <sup>(2)</sup>	\$ 142	\$ 229	\$ 108	\$ 194

- (1) EBITDAX is generally defined as net income before interest, taxes, and depreciation and amortization for cash tax purposes.
- (2) Cash flow reflects EBITDAX adjusted for interest expense and taxes.
- (3) The base and adjusted projections were based on NYMEX Henry Hub strip pricing for natural gas and NYMEX WTI strip pricing for crude oil as of March 31, 2014.

(4) The base projections were also delivered to Sabine.

Neither EBITDAX nor cash flow is a financial measure prepared in accordance with U.S. GAAP and none of these measures should be considered a substitute for net income (loss) or cash flow data prepared in accordance with U.S. GAAP.

**See cautionary statements regarding forward-looking information under Cautionary Statement Regarding Forward-Looking Statements.**





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EBITDAX <sup>(1)</sup>	\$ 379	\$ 509	\$ 360	\$ 451
Cash flow <sup>(2)</sup>	\$ 262	\$ 385	\$ 243	\$ 326

- (1) EBITDAX is generally defined as net income before interest, taxes, and depreciation and amortization for cash tax purposes.
- (2) Cash flow reflects EBITDAX adjusted for interest expense and taxes.

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- (3) The base and adjusted projections were based on NYMEX Henry Hub strip pricing for natural gas and the NYMEX WTI strip pricing for crude oil as of March 31, 2014.
- (4) Forest made certain revisions to the Base Sabine Budget Projections for 2014 and 2015 to reflect consistent commodity price assumptions between the Base Sabine Budget Projections and the Base Forest Budget Projections. In late May 2014, Forest discovered an inadvertent error had been made with respect to the forecasted oil price realizations used for the Base Sabine Budget Projections, which resulted in an approximate \$30 million reduction to Sabine's 2015E EBITDAX and cash flow. The amounts in the table above for 2015E EBITDAX and cash flow reflect the adjustment necessary to correct the error. See Background of the Combination Transaction.

Neither EBITDAX nor cash flow is a financial measure prepared in accordance with U.S. GAAP and none of these measures should be considered a substitute for net income (loss) or cash flow data prepared in accordance with U.S. GAAP.

**See cautionary statements regarding forward-looking information under Cautionary Statement Regarding Forward-Looking Statements.**

While these projections were prepared in good faith by Forest management based on projections prepared in good faith by Sabine management, no assurance can be made regarding future events. The estimates and assumptions underlying the projections, and the adjustments made by Forest thereto, involve judgments with respect to, among other things, future economic conditions, industry performance, competitive, regulatory, commodity, market and financial conditions and future business decisions that may not be realized and are inherently subject to significant uncertainties, all of which are difficult to predict and many of which are beyond the control of Forest and Sabine. Accordingly, there can be no assurance that the projected results would be realized or that actual results would not differ materially from those presented in the financial data. Such projections cannot, therefore, be considered a reliable predictor of future operating results, and this information should not be relied on as such. The information in this section was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial data, published guidelines of the U.S. Securities and Exchange Commission (referred to as the SEC) regarding forward-looking statements, or U.S. generally accepted accounting principles. In the view of Forest management, the information was prepared on a reasonable basis, reflects the best currently available estimates and judgments, and presents, to the best of the Forest management's knowledge and belief, the expected course of action and the expected future financial performance of Sabine. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this document are cautioned not to place undue reliance on this information.

The prospective financial data included in this section has been prepared by, and is the responsibility of, Forest management. None of Deloitte & Touche LLP, PricewaterhouseCoopers LLP, nor Ernst & Young LLP has compiled, examined, or performed any procedures with respect to the prospective financial information contained herein and, accordingly, none of Deloitte & Touche LLP, PricewaterhouseCoopers LLP nor Ernst & Young LLP expresses an opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with the prospective financial information. The Deloitte & Touche LLP and PricewaterhouseCoopers LLP reports included in this document relate to Sabine's historical financial data. They do not extend to the prospective financial data and should not be read to do so.

Neither Sabine nor Forest intends to update or otherwise revise the prospective financial data to reflect circumstances existing since its preparation or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error. Furthermore, neither Sabine nor Forest intends to update or revise the prospective financial data to reflect changes in general economic or industry conditions.

These projections are not included in this document to induce any Forest shareholder to vote in favor of the approval and adoption of the merger agreement or the combination transaction.

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### **Interests of Forest's Executive Officers and Directors in the Combination Transaction**

Certain members of the Forest board and executive officers of Forest may be deemed to have interests in the combination transaction that are in addition to, or different from, the interests of other Forest common shareholders. The Forest board was aware of these interests and considered them, among other matters, in approving the merger agreement and the combination transaction and in making the recommendation that the Forest common shareholders approve the share issuance proposal, the authorized share proposal and the related proposals. For purposes of the Forest agreements and plans described below, to the extent applicable, the completion of the combination transaction will constitute a change of control, corporate change or term of similar meaning. These interests are described in further detail below, and certain of them are quantified in the narrative and table below.

#### ***Treatment of Forest Equity-Based Awards***

##### ***Forest Stock Options***

Each Forest stock option, including those held by Forest directors and executive officers, that is outstanding immediately prior to the effective time of the combination transaction will, as of the effective time of the combination transaction, automatically be cancelled and converted into the right to receive an amount of cash, without interest, equal to the product of (1) the total number of Forest common shares subject to such Forest stock option and (2) the excess, if any, of (a) the closing price of Forest common shares on the NYSE on the last trading day prior to the closing date, over (b) the exercise price per Forest common share applicable to such Forest stock option (with the aggregate amount of such payment rounded down to the nearest cent), less such amounts as are required to be deducted and withheld under any provision of state, local or foreign tax law with respect to the making of such payment. Each Forest stock option for which the exercise price per Forest common share applicable to such Forest stock option equals or exceeds the closing price of Forest common shares on the NYSE on the last trading day prior to the closing date will be cancelled pursuant to the merger agreement for no consideration.

##### ***Forest Performance Unit Awards***

Each Forest performance unit award, including those held by Forest executive officers, that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in cash or shares in accordance with the terms of the applicable award agreement for such Forest performance unit award (including concluding the performance period as of the closing date for purposes of measuring achievement of performance conditions).

##### ***Forest Phantom Unit Awards***

Each Forest phantom unit award, including those held by Forest executive officers, that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in accordance with the terms of the applicable award agreement for such phantom unit award.

##### ***Forest Restricted Shares***

Each Forest restricted share, including those held by Forest directors and executive officers, that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and the restrictions with respect thereto will lapse.



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For an estimate of the value that each of Forest's named executive officers would be entitled to receive on vesting and settlement of their unvested equity-based awards, see *Quantification of Potential Payments to Forest's Named Executive Officers in Connection with the Combination Transaction*. The aggregate value that Forest's three other executive officers would be entitled to receive on vesting and settlement of their unvested equity-based awards if the effective time of the combination transaction were July 7, 2014, and based on a price per Forest common share of \$2.23, the average closing price of a Forest common share over the first five business days following the first announcement of the combination transaction, is estimated to be \$608,040. The aggregate value that all of Forest's directors would be entitled to receive on vesting and settlement of their unvested equity-based awards if the effective time of the combination transaction were July 7, 2014, and based on a price per Forest common share of \$2.23, is estimated to be \$904,716.

***Change in Control Severance Agreements***

Forest is party to change in control severance agreements with its executive officers, other than Mr. Schelin, that provide for the severance benefits described below upon a termination of employment without cause or a resignation following a change of duties within two years following the effective time of the combination transaction (a *Qualifying Termination*). A change of duties is generally defined under the change in control severance agreements as (i) a significant and adverse change in the executive officer's authorities or duties, (ii) a material reduction in the executive officer's annual base salary, (iii) a material reduction in the executive officer's annual bonus opportunity, (iv) a material reduction in the annual grant date value of long-term cash and equity compensation grants to the executive officer or (v) a change in the executive officer's principal place of employment by more than 50 miles, if such change results in an increase in the executive's commute from his principal residence.

Pursuant to the change in control severance agreement, upon a *Qualifying Termination*, the executive officer would become entitled to a lump sum payment in an amount equal to 2.5 times the sum of (1) the greatest of (a) the executive officer's annual base salary in effect on the date of the *Qualifying Termination*, (b) the executive officer's annual base salary at the annual rate in effect 60 days prior to the date of the *Qualifying Termination*, and (c) the executive officer's annual base salary in effect immediately prior to the effective time of the combination transaction, plus (2) the executive officer's annual bonus most recently paid.

Upon a *Qualifying Termination*, the executive officer will also receive continued coverage under Forest's medical and dental benefit plans for the executive officer and the executive officer's spouse and eligible dependents for a period of 24 months, generally at no cost to the executive officer other than income tax imposed on the executive officer with respect to the value of such continued coverage. This coverage will be terminated if the executive officer becomes eligible to receive coverage from a subsequent employer during such period.

Outstanding Forest stock options held by an executive officer, other than Mr. Busnardo, will remain exercisable for a period of twelve months following the executive officer's last day of employment (but in no event will an option be exercisable for a longer period than the original term of the option or a shorter period than already provided for under the terms of the option). Because all Forest stock options held by the executive officers immediately prior to the effective time of the combination transaction are being cashed-out, this benefit would apply only to Forest stock options, if any, granted to an executive officer, other than Mr. Busnardo, after the effective time of the combination transaction and prior to the date of a *Qualifying Termination*.

If any payment, distribution, or benefit, whether pursuant to the severance agreement or otherwise, would be subject to the federal excise tax on excess parachute payments then, under the terms of the severance agreement, any such payment, distribution or benefit would be reduced to the extent such reduction would result in a greater net after-tax amount being retained by the executive officer.

Additionally, the change in control severance agreements provide that on or before the date upon which a change of control occurs, the compensation committee of Forest's board (the Compensation Committee) will



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make a determination under Forest's annual incentive plan as to whether bonuses under that plan for the year during which the change of control will occur are due, based on partial year results through the date of the change of control; if the Compensation Committee determines that bonuses are due, it will also determine the amount of those bonuses.

### ***Letter Agreement with Mr. Schelin***

Forest is a party to a letter agreement with Mr. Schelin that provides for a cash severance payment upon an involuntary termination of Mr. Schelin's employment that is not based on unsatisfactory performance.

For an estimate of the value of the payments and benefits described above that would become payable under the change in control severance agreements to each of Forest's named executive officers, see Quantification of Potential Payments to Forest's Named Executive Officers in Connection with the Combination Transaction. The aggregate amount of the cash severance payments described above that would become payable to Forest's three other executive officers if the effective time of the combination transaction were July 7, 2014 and they all experienced a Qualifying Termination (or, in the case of Mr. Schelin, an involuntary termination of employment that is not based on unsatisfactory performance) at such time is estimated to be \$2,490,458.

### ***Restrictive Covenants***

The change in control severance agreements with the executive officers contain restrictive covenants that apply until the second anniversary of the executive officer's termination of employment following a change of control while the change in control severance agreement is in effect (regardless of whether such termination of employment is a Qualifying Termination).

### ***Indemnification Insurance***

Pursuant to the terms of the merger agreement, Forest's directors and executive officers will be entitled to certain ongoing indemnification and coverage under directors' and officers' liability insurance policies from Forest following the effective time of the combination transaction. See The Merger Agreement and Other Transaction Agreements Indemnification; Directors' and Officers' Insurance.

### ***Quantification of Potential Payments to Forest's Named Executive Officers in Connection with the Combination Transaction***

The information set forth in the table below is intended to comply with Item 402(t) of Regulation S-K, which requires disclosures of information about certain compensation for each of Forest's named executive officers that is based on or otherwise relates to the combination transaction ( transaction-related compensation ) and assumes, among other things, that the named executive officers will incur a Qualifying Termination immediately following the effective time of the combination transaction. For additional details regarding the terms of the payments described below, see Interests of Forest's Executive Officers and Directors in the Combination Transaction.

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Please note that the amounts indicated below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including assumptions described below, and do not reflect compensation actions that may occur before the completion of the combination transaction. For purposes of calculating such amounts, the following assumptions were made: (i) July 7, 2014 is the closing date and (ii) each named executive officer experiences a Qualifying Termination on the closing date.

<b>Name</b>	<b>Cash (\$)<sup>(2)</sup></b>	<b>Equity (\$)<sup>(3)</sup></b>	<b>Perquisites/ Benefits (\$)<sup>(4)</sup></b>	<b>Total (\$)<sup>(5)</sup></b>
<i>Named Executive Officers<sup>(1)</sup></i>				
Patrick R. McDonald	2,850,000	1,103,850	71,177	4,025,027
Victor A. Wind	1,525,000	709,140	103,596	2,337,736
Frederick B. Dearman II	1,278,750	519,590	103,596	1,901,936
Michael J. Dern	1,186,250	229,690	71,177	1,487,117

- (1) Cyrus D. Marter IV was a named executive officer of Forest as of December 31, 2013 and subsequently resigned from employment with Forest on January 24, 2014. Mr. Marter is not entitled to receive any transaction-related compensation.
- (2) The cash payments payable to each of the named executive officers upon a Qualifying Termination (which, as described above, is a termination of employment without cause or a resignation following a change of duties within two years following the effective time of the combination transaction) consist of a lump sum payment in an amount equal to 2.5 times the sum of (1) the greatest of (a) the executive officer's annual base salary in effect on the date of the Qualifying Termination, (b) the executive officer's annual base salary at the annual rate in effect 60 days prior to the date of the Qualifying Termination, and (c) the executive officer's annual base salary in effect immediately prior to the effective time of the combination transaction, plus (2) the executive officer's annual bonus most recently paid. All such payments are double-trigger.
- (3) As described in more detail in The Merger Agreement and Other Transaction Agreements Treatment of Forest Equity-Based Awards, at the effective time of the combination transaction, all Forest stock options will be cashed-out, all Forest performance unit awards will become vested based on performance through the closing date and will be settled in accordance with their terms, all Forest phantom unit awards will become vested and will be settled in accordance with their terms and all unvested Forest restricted shares will become vested. The amounts above and in the table below assume a price per Forest common share of \$2.23, the average closing price of Forest common shares over the five days following the first announcement of the combination transaction. Set forth below are the values of each type of equity-based award that would become payable in connection with the combination transaction. All such amounts are single-trigger.
- (4) Reflects the cost of continued medical and dental coverage for the named executive officer and the named executive officer's spouse and dependents for twenty-four months following the Qualifying Termination (which, as described above, is a termination of employment without cause or a resignation following a change of duties within two years following the effective time of the combination transaction). All such benefits are double-trigger.
- (5) As described above, if a named executive officer's transaction-related compensation would be subject to the federal excise tax on excess parachute payments then, under the terms of the change in control severance agreement, such compensation would be reduced to the extent such reduction would result in a greater net after-tax amount being retained by the named executive officer. Amounts included above do not reflect any such potential reduction.

Name	Stock Options	Performance Unit	Phantom Unit	Restricted Shares
	(\$)	Awards (\$)	Awards (\$)	(\$)
<i>Named Executive Officers<sup>(1)</sup></i>				
Patrick R. McDonald	0	0	691,300	412,550
Victor A. Wind	0	0	423,700	285,440
Frederick B. Dearman II	0	0	200,700	318,890
Michael J. Dern	0	0	0	229,690

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### **Regulatory Approvals Required for the Combination Transaction**

Governmental and regulatory approvals are required to complete the combination transaction. These approvals include the expiration or termination of the applicable waiting period under the HSR Act. Under the HSR Act and related rules, certain transactions, including the combination transaction, may not be completed until notifications have been given and information furnished to the Antitrust Division and the FTC and all statutory waiting period requirements have been satisfied. On May 23, 2014, Forest and Sabine Investor Holdings each filed the required notification and report forms under the HSR Act with the FTC and the Antitrust Division with respect to Sabine Investor Holdings acquisition of voting securities in Forest. The FTC, which administers the HSR Act, granted early termination of the waiting period applicable to Sabine Investor Holdings acquisition of voting securities in Forest on June 5, 2014. At any time before or after the completion of the combination transaction, the Antitrust Division or the FTC or state Attorneys General could take action under the antitrust laws as deemed necessary or desirable in the public interest, including without limitation seeking to enjoin the completion of the combination transaction or to permit completion only subject to divestiture of assets, regulatory concessions or conditions.

### **Impact on Forest's Debt**

The combination transaction, when completed, will result in a change of control as defined in Forest's existing credit agreement and existing indentures. The occurrence of a change of control is an event of default under Forest's existing credit agreement. Sabine has obtained committed debt financing sufficient to refinance Forest's existing credit agreement. The occurrence of a change of control triggers an obligation for Forest to make a change of control offer for each series of its outstanding notes at a price of 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any, following the occurrence of a change of control transaction, pursuant to the terms of the relevant indentures. Sabine has obtained committed bridge financing sufficient to finance the purchase of any such notes which are required to be purchased in connection with such change of control offer.

### **Accounting Treatment**

In accordance with U.S. GAAP, Forest will account for the combination transaction using acquisition accounting, with Sabine as the acquiring entity. Under the acquisition method of accounting, Sabine's assets and liabilities will retain their carrying values and Forest's assets and liabilities will be recorded at their fair values measured as of the acquisition date. The excess of the purchase price over the estimated fair values of Forest's net assets acquired, if applicable, will be recorded as goodwill.

### **Public Trading Markets; Listing of Forest Common Shares**

Forest common shares are currently listed on the NYSE under the ticker symbol FST, and after the combination transaction is completed, Forest common shares will continue to be listed on the NYSE. If the name change proposal is approved, Forest intends to apply to change its ticker symbol on the NYSE from FST to SABO. Neither Sabine's nor Sabine Holdings' units are listed on any national securities exchange or otherwise publicly traded.

### **No Appraisal Rights**

Under applicable law, no appraisal rights will be available to holders of Forest common shares in connection with the combination transaction.

### **Litigation Relating to the Combination Transaction**

Since the announcement of the merger agreement, six putative shareholder class action complaints have been filed in the Supreme Court of the State of New York by purported Forest common shareholders. These

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actions are captioned *Stourbridge Investments LLC v. Forest Oil Corp., et al.*, Index No. 651418/2014, filed May 7, 2014; *Raul, et al. v. Carroll, et al.*, Index No. 651446/2014, filed May 9, 2014; *Rothenberg v. Forest Oil Corp., et al.*, Index No. 651499/2014, filed May 15, 2014; *Gawlikowski v. Forest Oil Corp., et al., Index No. 651506/2014*, filed May 16, 2014; *Edwards v. Carroll, et al.*, Index No. 651523/2014, filed May 16, 2014; and *Jabri v. Forest Oil Corp., et al.*, Index No. 651551/2014, filed May 20, 2014. On July 8, 2014, the New York Court consolidated the New York actions and captioned the case *In re Forest Oil Corporation Shareholder Litigation*, Index No. 651418/2014, and on July 17, 2014, the New York plaintiffs filed an amended consolidated complaint (the New York Action ). The New York Action names as defendants each of the current directors of Forest, as well as Sabine Oil & Gas LLC and certain of its affiliates and investors, and seeks, among other things, to enjoin the combination transaction or, in the event the combination transaction is consummated, to recover damages. The action alleges, among other things, that the members of the Forest board of directors breached their fiduciary duties to Forest shareholders by agreeing to the original transaction announced by Forest and Sabine on May 6, 2014 for inadequate consideration and pursuant to an inadequate process, that the revised transaction structure announced by Forest and Sabine on July 10, 2014 was structured to deprive Forest shareholders of their right to vote on the combination transaction, and that the disclosures made by Forest in the Schedule 14A proxy statement filed on July 16, 2014 were inadequate. The New York Action also includes allegations challenging the company's sale of its Texas Panhandle assets to Templar Energy, which closed on November 25, 2013. The New York Action further alleges that Sabine Oil & Gas LLC and certain of its affiliates aided and abetted these alleged breaches. The parties are currently engaged in expedited discovery in connection with the claims.

One putative shareholder class action complaint has been filed in the United States District Court for the District of Colorado by two purported Forest common shareholders (the Colorado Action ), captioned *Olinatz v. Forest Oil Corp., et al.*, Case No. 1:14-cv-01409, filed May 19, 2014. The plaintiffs in the Colorado Action filed an amended complaint on June 13, 2014. The Colorado action names as defendants each of the current directors of Forest, as well as Forest, Sabine Holdings, and certain of their respective affiliate entities. The action seeks, among other things, to enjoin the original transaction or, in the event the original transaction is consummated, to recover damages. The action alleges, among other things, that the members of the Forest board of directors breached their fiduciary duties to Forest shareholders by agreeing to sell Forest transaction for inadequate consideration and pursuant to an inadequate process, and that certain of the entity defendants, including Sabine Holdings and certain of its affiliates, aided and abetted these alleged breaches. In addition, the Colorado Action further alleges violations of the federal securities laws in connection with Forest's disclosures in the Form S-4 registration statement filed by Forest on May 29, 2014. Forest and Sabine Holdings believe the allegations in the complaints are without merit. Plaintiff in the Colorado Action is coordinating with the plaintiffs in the New York Action, and there have been no separate substantive proceedings in the Colorado Action.

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**Table of Contents****THE MERGER AGREEMENT AND OTHER TRANSACTION AGREEMENTS**

*This section of this document describes the material terms of the merger agreement, the stockholder s agreement and the registration rights agreement. The following summary must be read in conjunction with and is qualified by the terms of the merger agreement, a copy of which is attached as Annex C; the stockholder s agreement, a copy of which is attached as Annex D; the registration rights agreement, a copy of which is attached as Annex E and the form of certificate of amendment (evidencing preferred stock), a copy of which is attached as Annex F. You are urged to read the full text of the merger agreement, the stockholder s agreement, the registration rights agreement and the rights agreement carefully.*

**Structure of the Combination Transaction**

Forest and Sabine will combine their businesses under Forest. Sabine Investor Holdings and AIV Holdings will, directly and indirectly, contribute all of the equity interests of Sabine Holdings to Forest, with Sabine Holdings becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively, and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively.

As part of the contribution, FR NFR Holdings, Inc. and FR NFR PI, Inc., which are wholly owned subsidiaries of AIV Holdings and are parent entities of Sabine Holdings, will be contributed by AIV Holdings to Forest. After the contribution, FR NFR Holdings, Inc. and FR NFR PI, Inc. will merge with and into Forest, with Forest surviving. After the contribution, Sabine Holdings, SOGH II and Sabine, will merge with and into Forest, with Forest surviving. Upon consummation of the combination transaction, current Forest common shareholders will continue to hold their shares of Forest common stock, which shares will represent (based on the number of Forest common shares outstanding as of May 5, 2014) approximately 42% of the issued and outstanding Forest common shares, approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 58% of the issued and outstanding Forest common shares and 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%.

The authorized share proposal is a condition to the consummation of the combination transaction. If the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common shares, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively. In that case, upon consummation of the combination transaction, and based upon the number of Forest common shares currently outstanding, current Forest common shareholders would hold 70% of the issued and outstanding Forest common shares, representing approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will

collectively hold 30% of the issued and outstanding Forest common shares, 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares and 100% of the issued and outstanding Forest Series B convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest.



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Pursuant to the merger agreement, at the completion of the combination transaction, Forest's bylaws will be amended and, in the event the authorized share proposal or the name change proposal is approved, its certificate of incorporation will be amended as approved. In addition, following completion of the combination transaction, Sabine Investor Holdings and AIV Holdings intend to use their voting power to cause Forest to be reincorporated in Delaware (from New York), with the result that Forest and its shareholders will be governed by Delaware law instead of New York law. See [Comparison of Rights of Forest Shareholders Before and After the Combination Transaction](#).

## **Closing and Effective Time of the Combination Transaction**

Unless otherwise mutually agreed to by Sabine Investor Holdings and Forest, the closing of the combination transaction will take place on the second business day after the satisfaction or waiver of the conditions to consummation of the combination transaction, which conditions are described below under [Conditions to Completion of the Combination Transaction](#). However, if the marketing period has not ended on or prior to such date, then the closing of the combination transaction will occur on the later of (i) the business day immediately following the final day of the marketing period (or an earlier date within the marketing period specified by Sabine Investor Holdings on at least two business days' notice to Forest) and (ii) the date the closing of the combination transaction would have been scheduled to occur pursuant to this paragraph if no effect were given to this sentence, subject, in each case, to the satisfaction or waiver of all of the conditions to consummation of the combination transaction as of the date determined pursuant to this sentence.

In the merger agreement, the marketing period is defined as a period of 20 consecutive days throughout which (i) the conditions to Sabine Investor Holdings' obligations to complete the combination transaction (other than certain conditions specified in the merger agreement) have been satisfied or waived, (ii) Forest has provided to Sabine Investor Holdings specified financial and other information and (iii) certain other events shall not have occurred.

Assuming timely satisfaction of the necessary closing conditions, the closing is currently expected to occur in the fourth quarter of 2014.

## **Effect of the Combination Transaction on Forest Common Shares**

All Forest common shares will remain outstanding after the combination transaction, and no changes will be made to the Forest common shares currently outstanding as a result of the combination transaction.

## **Appraisal Rights**

Under applicable law, no appraisal rights will be available to holders of Forest common shares in connection with the combination transaction.

## **Treatment of Forest Equity-Based Awards**

### ***Forest Stock Options***

Each Forest stock option that is outstanding immediately prior to the effective time of the combination transaction will, as of the effective time of the combination transaction, automatically be cancelled and converted into the right to receive an amount of cash, without interest, equal to the product of (1) the total number of Forest common shares subject to such Forest stock option and (2) the excess, if any, of (a) the closing price of Forest common shares on the NYSE on the last trading day prior to closing date, over (b) the exercise price per Forest common share applicable to such Forest stock option (with the aggregate amount of such payment rounded down to the nearest cent), less such

amounts as are required to be deducted and withheld under any provision of state, local or foreign tax law with respect to the making of such payment. Each Forest stock option for which the

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exercise price per Forest common share applicable to such Forest stock option equals or exceeds the closing price of Forest common shares on the NYSE on the last trading day prior to the closing date will be cancelled pursuant to the merger agreement for no consideration.

### ***Forest Performance Unit Awards***

Each Forest performance unit award that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in cash or shares in accordance with the terms of the applicable award agreement for such Forest performance unit award (including concluding the performance period as of the closing date for purposes of measuring achievement of performance conditions).

### ***Forest Phantom Unit Awards***

Each Forest phantom unit award that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and will be settled following the effective time of the combination transaction in accordance with the terms of the applicable award agreement for such phantom unit award.

### ***Forest Restricted Shares***

Each Forest restricted share that is outstanding immediately prior to the effective time of the combination transaction will, automatically become fully vested at the effective time of the combination transaction and the restrictions with respect thereto will lapse.

### ***Reservation of Shares; Registration***

If the 2014 LTIP proposal is approved, Forest will submit a supplemental listing application to the NYSE and file a registration statement on Form S-8 with the SEC with respect to the common shares of Forest that may be granted to employees, consultants and directors of Forest under the 2014 LTIP.

## **Conditions to Completion of the Combination Transaction**

The obligations of the parties to consummate the combination transaction are subject to the satisfaction at or prior to closing of the following conditions:

approval of the share issuance proposal;

the waiting period (and any extension thereof) applicable to the combination transaction under the HSR Act will have been terminated or expired (which waiting period terminated on June 5, 2014);

no governmental entity will have enacted, issued, promulgated, enforced or entered any decision, injunction, decree, ruling, law or order (whether temporary, preliminary or permanent) that is in effect and enjoins or otherwise prohibits or makes illegal the consummation of any of the combination transaction; and

approval of the authorized share proposal (provided that this condition may be waived by the mutual agreement of Forest and Sabine Investor Holdings).

The obligations of Forest to complete the combination transaction are also subject to the satisfaction or waiver (to the extent permitted by law) of the following conditions:

(i) certain representations and warranties of Sabine Investor Holdings, Sabine Holdings, SOGH II and Sabine (the Sabine parties ) and AIV Holdings relating to capitalization will be true in all respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (disregarding

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all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import) other than in *de minimis* respects (except for representations and warranties made as of a specific date, which shall be true and correct other than in *de minimis* respects as of such specific date); (ii) certain representations and warranties of the Sabine parties and AIV Holdings relating to organization, authority and enforceability, capitalization, compliance with the USA PATRIOT ACT, the Foreign Corrupt Practices Act, and U.S. Trading with the Enemy Act, Sabine Holdings approvals, brokers fee and transactions with affiliates, will be true and correct in all material respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (disregarding all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import); and (iii) all other representations and warranties of the Sabine parties and AIV Holdings in the merger agreement will be true and correct (disregarding all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import except in the case of the representations and warranties of Sabine relating to the absence of certain changes) in all respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (except for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such specific date), except, in the case of this clause (iii), where the aggregate failure of such representations to be so true and correct has not had, and would not reasonably be expected to have a Sabine Material Adverse Effect (described in Agreement Not to Solicit Other Offers ).

the Sabine parties and AIV Holdings will have performed or complied with, in all material respects, the agreements and covenants required by the merger agreement to be performed or complied with by the Sabine parties and AIV Holdings on or prior to the closing;

Forest will have received the required closing certificate from each of Sabine Investor Holdings and AIV Holdings dated as of the closing, confirming that certain of the closing conditions applicable to the obligations of the Sabine parties and AIV Holdings have been fulfilled; and

Forest will have received a duly executed (i) FIRPTA certificate of non-foreign status and (ii) IRS Form W-9, in each case from each of Sabine Investor Holdings and the entity treated as owning AIV Holdings assets.

A Sabine Material Adverse Effect means a material adverse effect on the business, financial condition or continuing results of operations of Sabine Holdings and its subsidiaries, taken as a whole; provided, that any effect resulting from any of the following events, changes, developments, effects, conditions, circumstances, matters, occurrences or state of facts shall not be considered when determining whether a material adverse effect shall have occurred: (i) any change in general economic, political, business or other capital market conditions (including prevailing interest rates and any effects on the economy arising as a result of acts of terrorism); (ii) any change or developments in prices for oil, natural gas or other commodity prices or for Sabine Holdings or its subsidiaries raw material inputs and end products; (iii) any change affecting the oil and natural gas exploration and production industry generally; (iv) any change in accounting requirements or principles imposed by U.S. GAAP or any change in law after the original execution date of the merger agreement; (v) any change resulting from the execution of the merger agreement or the announcement of the combination transaction; (vi) any change resulting from compliance by Sabine Holdings and its subsidiaries with the terms of the merger agreement or taken at the request of Sabine Holdings or any of its subsidiaries; (vii) earthquakes, any weather-related or other force majeure event or natural disasters or outbreak or escalation of hostilities or acts of war; (viii) any failure by Sabine Holdings or any of its subsidiaries to meet any financial projections or forecasts or estimates of revenues, earnings or other financial metrics for any period (provided, that the underlying causes of such failures by Sabine Holdings or any of its subsidiaries may be considered); or (ix) any changes in the credit rating of Sabine Holdings or any of its subsidiaries debt securities (provided, that, in

either case, the underlying causes of such changes may be considered); except in each case with respect to clauses (i), (ii), (iii), (iv) and (vii) where the effect resulting from such events disproportionately affects Sabine Holdings and its subsidiaries, taken as a whole, relative to other similarly-situated companies in the oil and natural gas exploration and production industry.

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The obligations of the Sabine parties and AIV Holdings to complete the combination transaction are also subject to the satisfaction or waiver (to the extent permitted by law) of the following conditions:

(i) certain representations and warranties of Forest relating to capitalization will be true in all respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (disregarding all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import) other than in *de minimis* respects (except for representations and warranties made as of a specific date, which shall be true and correct other than in *de minimis* respects as of such specific date); (ii) certain representations and warranties of Forest relating to organization, authority and enforceability, capitalization, compliance with the USA PATRIOT ACT, the Foreign Corrupt Practices Act, and U.S. Trading with the Enemy Act, Forest approvals, opinion of financial advisor and transactions with affiliates, will be true and correct in all material respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (disregarding all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import); and (iii) all other representations and warranties of Forest in the merger agreement will be true and correct (disregarding all qualifications or limitations as to materiality, Material Adverse Effect or other words of similar import except in the case of the representations and warranties of Forest relating to the absence of certain changes) in all respects as of the date of the merger agreement and as of the closing date as though remade on the closing date (except for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such specific date), except, in the case of this clause (iii), where the aggregate failure of such representations to be so true and correct has not had, and would not reasonably be expected to have a Forest Material Adverse Effect (described in Agreement Not to Solicit Other Offers );

Forest will have performed, or complied with, in all material respects, the agreements and covenants required by the merger agreement to be performed or complied with by Forest on or prior to the closing;

Sabine Investor Holdings and AIV Holdings will have received the required closing certificate from Forest dated as of the closing date, confirming that certain of the closing conditions applicable to the obligations of Forest have been fulfilled;

Sabine Investor Holdings and AIV Holdings will have received the written opinion of its counsel regarding certain U.S. federal income tax consequences of the contribution and certain other related transactions; and

(i) Resignations of certain Forest directors will be in full force and effect and will have been accepted by the Forest board of directors effective as of the Closing and (ii) certain nominees designated by Sabine will be appointed to serve as members of the Forest board of directors effective as of the Closing.

A Forest Material Adverse Effect means a material adverse effect on the business, financial condition or continuing results of operations of Forest and its subsidiaries, taken as a whole; provided, that any effect resulting from any of the following events, changes, developments, effects, conditions, circumstances, matters, occurrences or state of facts shall not be considered when determining whether a material adverse effect shall have occurred: (i) any change in general economic, political, business or other capital market conditions (including prevailing interest rates and any effects on the economy arising as a result of acts of terrorism); (ii) any change or developments in prices for oil, natural gas or other commodity prices or for Forest's raw material inputs and end products; (iii) any change affecting

the oil and natural gas exploration and production industry generally; (iv) any change in accounting requirements or principles imposed by U.S. GAAP or any change in law after the original execution date of the merger agreement; (v) any change resulting from the execution of the merger agreement or the announcement of the combination transaction; (vi) any change resulting from compliance by Forest and its subsidiaries with the terms of the merger agreement or taken at the request of Sabine Holdings or any of its subsidiaries; (vii) earthquakes, any weather-related or other force majeure event or natural disasters or outbreak or escalation of hostilities or acts of war; (viii) any failure by Forest to meet any financial projections or forecasts or estimates of revenues, earnings or other financial metrics for any period (provided, that the underlying causes of such failures by Forest may be considered); or (ix) any changes in the share price or trading volume of Forest common shares or in the credit rating of Forest or any of



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its subsidiaries debt securities (provided, that, in either case, the underlying causes of such changes may be considered); except in each case with respect to clauses (i), (ii), (iii), (iv) and (vii) where the effect resulting from such events disproportionately affects Forest and its subsidiaries, taken as a whole, relative to other similarly situated companies in the oil and natural gas exploration and production industry.

### **Obligations with Respect to the Special Meeting and Recommendation to Shareholders**

Under the terms of the merger agreement, Forest agreed to take all actions reasonably necessary to call, give notice of, convene and hold the special meeting, as soon as reasonably practicable following the date that the SEC confirms it has no further comments on this proxy statement, to approve the share issuance proposal, to approve the authorized share proposal and to approve the name change proposal. Forest agreed, subject to the Forest board's right to change its recommendation in the circumstances described below, to recommend that Forest common shareholders to approve the share issuance proposal, to approve the authorized share proposal and to approve the name change proposal and to use its reasonable best efforts to solicit from Forest common shareholders votes in favor of the foregoing. Forest may continue, adjourn or postpone the special meeting, if, as of the time for which the special meeting is originally scheduled, there are insufficient Forest common shares represented (either in person or by proxy) to constitute a quorum necessary to conduct business at the special meeting, provided that no adjournment may be to a date on or after three business days prior to December 31, 2014.

### **Agreement Not to Solicit Other Offers**

#### ***Termination of Discussions***

Forest agreed to, and to cause each of its subsidiaries and its and their respective directors and officers to, and to use its reasonable best efforts to cause its and their representatives to, (i) immediately cease and terminate any solicitation, encouragement, knowing facilitation, discussions, negotiations or other similar activities with any person other than Sabine Investor Holdings and its affiliates and its and their representatives that may be ongoing with respect to, or that may reasonably be expected to lead to an Acquisition Proposal (as defined below) and (ii) immediately revoke or withdraw access of any person other than Sabine Investor Holdings and its affiliates and its and their representatives to any data room (virtual or actual) containing any nonpublic information with respect to Forest or its subsidiaries previously furnished with respect to any Acquisition Proposal and request or require (to the fullest extent permitted under any confidentiality agreement or similar agreement with such person) such person to promptly return or destroy, as elected by Forest, all confidential information concerning Forest and its subsidiaries.

An Acquisition Proposal means any offer, proposal, or indication of interest relating to any transaction or series of related transactions (other than the combination transaction) from any third party involving: (A) a merger, reorganization, share exchange, consolidation, combination transaction, recapitalization, dissolution, liquidation or similar transaction involving Forest or any of its subsidiaries whose assets, taken together, constitute fifteen percent (15%) or more of Forest's consolidated assets based on fair market value, (B) any purchase (including any lease, long term supply agreement, mortgage, pledge or other arrangement having similar economic effect), directly or indirectly, in any manner of any business or assets (including equity securities or other interest in one or more subsidiaries) that constitute fifteen percent (15%) or more of the consolidated assets of Forest or that generate fifteen percent (15%) or more of Forest's consolidated revenues or (C) the acquisition, directly or indirectly, of beneficial ownership or control of any securities of Forest after which any person or group would own securities representing fifteen percent (15%) or more of the total voting power of any class of Forest's securities (or that are exchangeable for or convertible into voting securities having such voting power).



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***Non-Solicitation Obligations***

Under the terms of the merger agreement, and subject to certain exceptions summarized below, Forest agreed that it will not and will cause its subsidiaries and its and their respective directors and officers not to (and it will use its reasonable best efforts to cause its and their representatives not to), directly or indirectly:

solicit, initiate (including by way of furnishing information), knowingly encourage, or knowingly facilitate any inquiries regarding, or the making or submission of any proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal;

conduct or engage in any discussions or negotiations with, disclose any nonpublic information or nonpublic data relating to Forest or any of its subsidiaries to, or afford access to the business, properties, assets, books or records of Forest or any of its subsidiaries with respect to, or assist, facilitate or cooperate with any effort by any third party with respect to any Acquisition Proposal; or

enter into any agreement, including any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or any other contract relating to any Acquisition Proposal.

***Exceptions to Non-Solicitation Provisions***

At any time before Forest common shareholders approve the share issuance proposal and the authorized share proposal, Forest and its subsidiaries and its and their representatives may conduct or engage in any discussions or negotiations with, disclose any nonpublic information or nonpublic data relating to Forest or any of its subsidiaries to, or afford access to the business, properties, assets, books or records of Forest or any of its subsidiaries with respect to, or assist, facilitate or cooperate with any effort by any third party with respect to any Acquisition Proposal, if:

Forest receives a bona fide, written Acquisition Proposal from such third party that did not result from, or was not otherwise facilitated by, any breach of the non-solicitation provisions of the merger agreement; and

before taking any such actions, the Forest board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal (as defined below) or is reasonably likely to lead to a Superior Proposal;

except that (1) Forest will not deliver any nonpublic information or nonpublic data to such third party or grant access to such third party any access unless Forest enters into an acceptable confidentiality agreement with such third party and (2) Forest will, as promptly as practicable (and in any event within 24 hours), provide to Sabine Investor Holdings a copy of such acceptable confidentiality agreement. Forest agreed to provide to Sabine Investor Holdings, substantially concurrently with delivery to any third party, any information concerning Forest or its subsidiaries that is provided to any third party in connection with any Acquisition Proposal which information was not previously provided to Sabine Investor Holdings.

A Superior Proposal means a bona fide written Acquisition Proposal, on its most recently amended or modified terms, if amended or modified (except that references in the definition of Acquisition Proposal to 15% shall be replaced by 50% ) made by a third party, that the Forest board determines in good faith (after consultation with its financial advisor and outside legal counsel) (i) would be, if consummated, more favorable to Forest's shareholders than the combination transaction (taking into account all of the terms and conditions of such proposal and the merger agreement (including any changes to the terms of the merger agreement proposed by Sabine Investor Holdings in response to such offer or otherwise)) and relevant terms, timing, conditions, and legal, financial and regulatory aspects of the proposal, the identity of the third party making such proposal and the conditions for completion of such proposal and (ii) if accepted, is reasonably likely to be consummated.

Forest agreed to notify Sabine Investor Holdings, orally and in writing, as promptly as practicable upon (and not later than 24 hours after) the receipt of any request for information or any Acquisition Proposal by Forest, its

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subsidiaries or any of their representatives from any person or any inquiry with respect to any Acquisition Proposal. This notice is required to include the material terms and conditions of, and the identity of the person making, such Acquisition Proposal, request or inquiry. Forest further agreed to provide to Sabine Investor Holdings copies of any written Acquisition Proposal received in connection with the foregoing and to keep Sabine Investor Holdings informed of any material developments, discussions or negotiations regarding any Acquisition Proposal on a reasonably current basis (and in any event in each case within 24 hours). Forest has also agreed that it and its subsidiaries will not enter into any confidentiality agreement with any person subsequent to the date that the merger agreement was executed that prohibits Forest from providing such information to Sabine Investor Holdings in accordance with the merger agreement.

### ***Obligation to Maintain Forest Board Recommendation***

As discussed above, the Forest board agreed to recommend that the Forest shareholders approve the share issuance proposal and the other proposals related to the combination transaction. Except as described below, neither the Forest board nor any committee thereof may take any of the following actions, each of which is considered a Forest Recommendation Change :

qualify, withhold, withdraw or modify in any manner adverse to Sabine Investor Holdings (or publicly propose to do so) the Forest recommendation;

fail to include the Forest recommendation in the proxy statement sent to the Forest common shareholders to approve the share issuance proposal, to approve the authorized share proposal and to approve the name change proposal;

fail to recommend against acceptance of any tender offer or exchange offer for the Forest common shares within 10 business days after commencement of any such offer; or

adopt, approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal. Notwithstanding the foregoing, the Forest board may comply with its disclosure obligations under U.S. federal or state law, including Rules 14e-2(a) and 14d-9 under the Exchange Act, or make any stop-look-and-listen communication to the Forest common shareholders pursuant to Rule 14d-9(f) under the Exchange Act; provided, that in no event will any such requirement affect, eliminate or modify the obligations of Forest with respect to Forest's non-solicitation and termination of discussions obligations as set forth in the merger agreement with respect to a Forest Recommendation Change.

### ***Right to Change Forest Board Recommendation or Terminate the Merger Agreement for a Superior Proposal***

#### ***Superior Proposals***

At any time prior to the receipt of the Forest shareholder approval of the share issuance proposal and the authorized share proposal, if Forest receives an unsolicited Acquisition Proposal, the Forest board will be permitted to make a Forest Recommendation Change and/or terminate the merger agreement in order to enter into a definitive agreement with respect to such Acquisition Proposal if, prior to taking such action, the Forest board has determined in good faith,

after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal.

However, prior to taking such action, Forest must do the following:

Forest shall have provided Sabine Investor Holdings at least three business days' notice of its intention to take such action (which notice will specify the material terms and conditions of any Superior Proposal (including the identity of the person making such Superior Proposal)) and contemporaneously provide to Sabine Investor Holdings a copy of any proposed transaction agreements with the person making such Superior Proposal (and any amendment to the financial or other material terms of a Superior Proposal after delivery of notice with respect to such Superior Proposal will require delivery of another notice and will commence a new three business day notice period with respect to such Superior Proposal);

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Forest has negotiated, and has caused its representatives to negotiate, in good faith with Sabine Investor Holdings (in each case, if Sabine Investor Holdings seeks to negotiate with Forest) during such notice period described above to enable Sabine Investor Holdings to revise the terms of the merger agreement such that it would cause the Superior Proposal to no longer constitute a Superior Proposal;

following the end of the notice period described above, the Forest board considered in good faith any changes to the merger agreement proposed in writing by Sabine Investor Holdings and determined in good faith, after consultation with its financial advisor and outside legal counsel, that notwithstanding such proposed changes, the third-party proposal remains a Superior Proposal; and

Forest has complied in all material respects with the non-solicitation provisions of the merger agreement. In addition, in the event that Forest terminates the merger agreement to accept a Superior Proposal, Forest must pay Sabine Holdings a \$15.0 million termination fee contemporaneously with the termination of the merger agreement.

### *Forest Intervening Event*

At any time prior to the receipt of the Forest shareholder approval of the share issuance proposal and the authorized share proposal, the Forest board will be permitted to make a Forest Recommendation Change in response to a Forest Intervening Event (as defined below) if the Forest board determines in good faith, after consultation with its outside financial advisors and outside legal counsel, that the failure of the Forest board to effect a Forest Recommendation Change would be inconsistent with the fiduciary duties of the Forest directors under applicable law.

A Forest Intervening Event means any material event, change, development, effect, condition, circumstance, matter, occurrence or state of facts that is unknown to the Forest board as of the original execution date of the merger agreement (or if known, the magnitude or consequences of which were not known or understood by the Forest board as of the original execution date of the merger agreement), which event, change, development, effect, condition, circumstance, matter, occurrence or state of facts, magnitude or consequences becomes known to or by the Forest board before Forest common shareholders approve the share issuance proposal and the authorized share proposal; provided, that (a) in no event shall the receipt, existence or terms of an Acquisition Proposal constitute a Forest Intervening Event and (b) any effect resulting from any of the following events, changes, developments, effects, conditions, circumstances, matters, occurrences or state of facts shall not be considered when determining whether a Forest Intervening Effect shall have occurred: (i) any change in general economic, political, business or other capital market conditions (including prevailing interest rates and any effects on the economy arising as a result of acts of terrorism); (ii) any change or developments in prices for oil, natural gas or other commodity prices or for raw material inputs and end products; (iii) any change affecting the oil and natural gas exploration and production industry generally; (iv) any change in accounting requirements or principles imposed by U.S. GAAP or any change in law after the original execution date of the merger agreement; or (v) earthquakes, any weather-related or other force majeure event or natural disasters or outbreak or escalation of hostilities or acts of war; except in each of cases (i), (ii), (iii), (iv) and (v), where such event, change, development, effect, condition, circumstance, matter, occurrence or state of facts disproportionately affects Forest and its subsidiaries, taken as a whole, relative to Sabine Holdings and its subsidiaries, taken as a whole, or vice versa.

The Forest board will not make a Forest Recommendation Change in connection with a Forest Intervening Event unless prior to taking such action:

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Forest has given Sabine Investor Holdings at least three business days notice of its intention to take such action and provided to Sabine Investor Holdings, a notice specifying the reasons for such action;

Forest has negotiated, and has caused its representatives to negotiate, in good faith with Sabine Investor Holdings (in each case, if Sabine Investor Holdings seeks to negotiate with Forest) during such notice period



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described above to enable Sabine Investor Holdings to revise the terms of the merger agreement such that a failure of the Forest board to effect a Forest Recommendation Change in response to such Forest Intervening Event would not be inconsistent with the fiduciary duties of the Forest directors under applicable law; and

following the end of the notice period described above, the Forest board will have considered in good faith any changes to the merger agreement proposed in writing by Sabine Investor Holdings and will have determined in good faith, after consultation with its financial advisor and outside legal counsel, that notwithstanding the proposed changes, the failure of the Forest board to make a Forest Recommendation Change in response to the Forest Intervening Event would be inconsistent with the fiduciary duties of the Forest directors under applicable law.

### ***Treatment of Representatives***

Forest agreed that any violation of the restrictions set forth in the non-solicitation provisions by any representative of Forest or its subsidiaries will be deemed a breach of such provisions by Forest.

### **Provisions Related to Shareholder Rights Plan**

Pursuant to the merger agreement, on July 10, 2014, Forest adopted a rights plan and declared a dividend distribution of rights to purchase the Forest junior preferred stock related to the plan, referred to as the rights. Forest may, in its sole discretion, amend or waive any provision of the rights plan, redeem such rights or make any determinations with respect to the rights plan, the rights and the Forest junior preferred stock; provided that Forest may not take any such action that would have an adverse effect on the issuance of the Forest common shares and preferred shares to be issued to Sabine Investor Holdings and AIV Holdings in connection with the combination transaction.

The rights plan imposes a significant penalty upon any Acquiring Person, which means a person or group that acquires 5% or more of the outstanding common shares of Forest without the approval of Forest's board of directors. The rights plan also provides that if a shareholder's beneficial ownership of Forest's common shares as of the time of the public announcement of the rights plan and associated dividend declaration is at or above the 5%-threshold (including through entry into certain derivative positions), that shareholder's then existing ownership percentage would be grandfathered, but the rights would become exercisable if at any time after such announcement the shareholder increases its ownership percentage by 0.001% or more and such person or group, together with all of its affiliates and associates, has or will have at any time prior to December 31, 2014 any beneficial interest in any transaction, security or derivative or synthetic arrangements having the characteristics of a short position in or with respect to any indebtedness of Forest or that would increase in value as a result of decline in the value of any indebtedness of Forest or decline in Forest's credit rating.

Under the rights plan, a Forest shareholder will not become an Acquiring Person as described in the preceding paragraph if such shareholder certifies to Forest that (1) such shareholder, together with all affiliates and associates of such shareholder, does not and will not at any time prior to December 31, 2014 own or have any beneficial interest in any transaction, security or derivative or synthetic arrangements having the characteristics of a short position in or with respect to any indebtedness of Forest or that would increase in value as a result of decline in the value of any indebtedness of Forest or decline in Forest's credit rating and (2) such shareholder will continue to satisfy clause (1) for so long as such shareholder would otherwise be an Acquiring Person if not for the exemption obtained by the delivery of such certification.

Forest agreed to keep Sabine Investor Holdings reasonably informed regarding its communications with any Forest shareholder with respect to the applicability of the preceding paragraph to any such shareholder, including by

promptly, and in any event within 24 hours of receipt thereof, providing Sabine Investor Holdings with (i) a copy of any certification received by Forest pursuant to the rights plan, and (ii) copies of any written communications and summaries of any oral communications with shareholders with respect to the continuing accuracy of the certifications contained therein.

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**Termination of the Merger Agreement**

The merger agreement may be terminated and the combination transaction may be abandoned at any time prior to the closing, regardless of whether Forest common shareholders have approved the share issuance proposal and the authorized share proposal:

by mutual written consent of Sabine Investor Holdings and Forest, in each case duly authorized by their respective boards of directors;

by either Sabine Investor Holdings or Forest if:

any governmental entity of competent jurisdiction has issued any order, decree, ruling or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the combination transaction and such order, decree, ruling or injunction or other action has become final and nonappealable, provided, that the terminating party has fulfilled its obligations with respect to seeking governmental approvals to complete the combination transaction, or if there will be adopted following the original execution date of the merger agreement any law that makes consummation of the combination transaction illegal or otherwise prohibited, provided, that the party seeking to avail itself of such right to terminate will have used its reasonable best efforts to remove such injunction pursuant to the terms of the merger agreement;

if the combination transaction has not been completed prior to 5:00 p.m., Houston time, on December 31, 2014 (such date, the End Date ), provided, that such right to terminate the merger agreement pursuant to this provision will not be available to any party whose failure to fulfill any of its covenants or agreements under the merger agreement has been the principal cause of, or resulted in, the failure of the combination transaction to occur on or before the End Date; or

if the special meeting (or any adjournment or postponement thereof) has concluded and Forest common shareholders have not approved the share issuance proposal;

by Forest if:

any of the representations or warranties of the Sabine parties was or becomes inaccurate or any breach by any Sabine party or AIV Holdings of any covenant or other agreement of such parties contained in the merger agreement occurs and such inaccuracy or breach (i) would result in certain closing conditions being incapable of being satisfied and (ii) is not curable, or, if curable has not been cured prior to the earlier of the business day prior to the End Date or the date that is sixty days after the date that notice of such inaccuracy or breach is provided to Sabine Investor Holdings by Forest, provided, that Forest will not have the foregoing right to terminate if, at the time of such termination, Forest is in material breach of any of its representations, warranties or covenants described in the merger agreement as would result in the failure of

certain specified closing conditions to be satisfied; or

at any time before Forest common shareholders approve the share issuance proposal and the authorized share proposal, and if Forest has complied in all material respects with its obligations with respect to making the Forest Recommendation in order to enter into a definitive agreement with respect to a Superior Proposal (which definitive agreement will be entered into concurrently with the termination of the merger agreement);

by Sabine Investor Holdings if:

any of the representations or warranties of Forest was or becomes inaccurate or any breach by Forest of any covenant or other agreement of the parties contained in the merger agreement occurs and such inaccuracy or breach (i) would result in certain closing conditions being incapable of being satisfied and (ii) is not curable, or, if curable has not been cured prior to the earlier of the business day prior to the End Date or the date that is sixty days after the date that notice of such inaccuracy or breach is provided to Forest by Sabine Investor Holdings, provided, that Sabine Investor Holdings will not have the foregoing right to terminate if, at the time of such termination, Sabine Investor Holdings is in

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material breach of any of its representations, warranties or covenants described in the merger agreement as would result in the failure of certain specified closing conditions to be satisfied;

a Forest Recommendation Change has occurred, whether or not such Forest Recommendation Change is permitted by the merger agreement; or

Forest engaged in a willful and material breach of its non-solicitation and termination of discussions obligations, other than in the case where (i) such willful and material breach is a result of an isolated action by a person that is a representative of Forest (other than any officer, director or employee of Forest or any of its subsidiaries), (ii) such willful and material breach was not caused, encouraged or knowingly facilitated by, or taken with the knowledge of, Forest, (iii) Forest uses reasonable best efforts to immediately remedy such willful and material breach upon the discovery thereof by Forest or any officer, director or employee of Forest or any of its subsidiaries and (iv) the Sabine parties are not significantly harmed as a result thereof.

### **Effect of Termination**

If the merger agreement is validly terminated, the merger agreement (other than any obligations to pay the Termination Fee or reimburse expenses, and certain other provisions of the merger agreement, including the enforcement of the terms of the merger agreement) will become void and there will be no liability or obligation on the part of any party, except that no party will be relieved from liability for any damages resulting from or arising out of fraud or the willful and material breach of the merger agreement.

### **Termination Fee Payable by Forest**

The merger agreement requires Forest to pay Sabine Holdings a \$15.0 million termination fee if:

Sabine Investor Holdings terminates the merger agreement because of a Forest Recommendation Change or because Forest engaged in a willful and material breach of its non-solicitation obligations (second and third sub-bullets of the fourth bullet described in Termination of the Merger Agreement );

Sabine Investor Holdings terminates the merger agreement because of Forest's willful and material breach of its obligation with respect to holding the special meeting pursuant to the merger agreement and such breach would result in certain closing conditions not being capable to be satisfied and is not curable or, if curable, has not been cured prior to the earlier of the business day prior to the End Date or the date that is sixty days after the date that notice of such inaccuracy or breach is provided to Forest by Sabine Investor Holdings (first sub-bullet of the fourth bullet described in Termination of the Merger Agreement ) due to Forest's willful and material breach of its obligation with respect to making the Forest Recommendation or holding the special meeting pursuant to the merger agreement;

(1) prior to the special meeting, there has been publicly announced, disclosed or otherwise made known a bona fide Acquisition Proposal for Forest that has not been withdrawn at least five days prior to the Forest special meeting, (2) Forest terminates the merger agreement because the Forest special meeting has concluded and the Forest common shareholders did not approve the share issuance proposal and the authorized share proposal, and

(3) within twelve (12) months after such termination, Forest enters into a definitive agreement with respect to or consummates an Acquisition Proposal (substituting 50% for references to 15% in the definition of Acquisition Proposal above); or

Forest terminates the merger agreement to enter into a definitive agreement with respect to a Superior Proposal.

**Representations and Warranties**

The merger agreement contains representations made by Forest to the Sabine parties, and by the Sabine parties and AIV Holdings to Forest, relating to a number of matters, including the following:

corporate organization and qualification to do business;

corporate authority and enforceability;

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absence of conflicts with governing documents, applicable laws and contracts;

required regulatory and other third-party consents in connection with the transactions;

capitalization;

compliance with law;

financial statements;

absence of certain changes since December 31, 2013;

title to properties and assets;

oil and natural gas matters;

intellectual property;

environmental matters;

material contracts;

legal proceedings;

permits;

taxes;

matters related to employee benefit plans;

employment and labor matters;

regulatory matters;

insurance;

derivative transactions and hedging;

brokers fee;

opinion of financial advisor;

Forest director resignations;

related-party transactions;

information supplied;

debt financing; and

approval of the transaction by the sole member of AIV Holdings.

Many of the representations and warranties contained in the merger agreement are qualified by a materiality standard, including in some cases a Sabine Material Adverse Effect or a Forest Material Adverse Effect. Generally, the representations and warranties do not survive the closing. Moreover, the representations and warranties contained in the merger agreement are complicated and are not easily summarized. You are urged to carefully read the sections of the merger agreement, which is attached as Annex C hereto, entitled Representations and Warranties of Forest and Representations and Warranties of the Sabine Parties and AIV Holdings.

The representations and warranties contained in the merger agreement (as well as the covenants described in Conduct of Business Pending the Combination Transaction and Other Covenants and Agreements ) were made solely for purposes of the merger agreement and solely for the benefit of the parties to the merger agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by references to Sabine's annual reports to certain of its investors or Forest's filings with the SEC and/or confidential disclosures, made for the purposes of allocating contractual risk among the parties to the agreements instead of establishing



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these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to shareholders. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the merger agreement, which subsequent information may or may not be fully reflected in Forest's public disclosures. Sabine, or its affiliates, and Forest will provide additional disclosure in their public reports to the extent that they are aware of the existence of any material facts that are required to be disclosed under federal securities laws that might otherwise contradict the terms and information contained in the merger agreement and will update such disclosures as required by federal securities laws.

## **Conduct of Business Pending the Combination Transaction**

Sabine Holdings and its affiliates and Forest agreed not take and not to take certain actions until the earlier of the consummation of the combination transaction or the termination of the merger agreement. Specifically, except (i) as expressly required, permitted or contemplated by the merger agreement, (ii) as required by law or the applicable regulations of any stock exchange or regulatory organization or (iii) to the extent the other party otherwise consents in writing, each of Sabine Holdings, together with its subsidiaries, and Forest, together with its subsidiaries, agreed to:

conduct its businesses in the ordinary course of business consistent with past practice;

use reasonable best efforts to preserve intact its goodwill and relationships with customers, suppliers and others with whom it has business dealings; and

use reasonable best efforts to maintain in full force without interruption its present insurance policies or comparable coverage.

In addition, subject to certain exceptions, Sabine Holdings and Forest have agreed not to, and not to authorize or permit their subsidiaries, respectively, to, among other things:

make any material change or amendment to their organizational documents (and, in the case of Sabine Holdings, that would reasonably be expected to prevent, materially impede or materially delay the combination transaction);

make any acquisition of or investment in any other person or purchase any securities or ownership interests (or, in the case of Forest, assets) of or make any investment in or make loans or capital contributions to any person (x) in the case of Forest, in excess of \$5,000,000 other than (i) ordinary course overnight investments consistent with the cash management policies of Forest and purchases of hydrocarbon inventory in the ordinary course of business and (ii) certain loans or advances by certain subsidiaries to Forest or a wholly owned subsidiary or certain subsidiaries of Forest or (y) in the case of Sabine Holdings, in excess of \$50,000,000 other than ordinary course overnight investments consistent with the cash management policies of Sabine Holdings and its subsidiaries;

other than as set forth in the 2014 capital budget, make any capital expenditures in excess of (x) in the case of Forest, \$10,000,000 and (y) in the case of Sabine Holdings, \$40,000,000, in each case, in the aggregate or as

required on an emergency basis or for the safety of individuals or the environment;

certain actions with respect to taxes;

declare or pay dividends or other distribution in respect of any of their capital stock or other equity securities, except for the rights issued pursuant Forest's rights plan, subject to certain exceptions;

split, combine or reclassify any shares of their capital stock or other equity securities or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for, its capital stock or equity securities, except for the rights issued pursuant Forest's rights plan, subject to certain exceptions;

repurchase, redeem or otherwise acquire any of their capital stock or other equity securities or any securities convertible into or exercisable for any capital stock or equity securities;

issue, deliver, sell, pledge or dispose of, or authorize the issuance, delivery, sale, pledge or disposition of, any (i) capital stock or equity securities of any class, except certain Forest common shares issued pursuant

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to benefit plans, (ii) debt securities having the right to vote on any matters on which holders of capital stock or members or partners of the same issuer may vote or (iii) certain convertible securities or rights, warrants, calls or options to acquire, any such securities (and, in the case of Sabine Holdings, certain convertible securities or rights, warrants, calls or options to sell, pledge or dispose of any equity interests in Sabine Holdings or any of its subsidiaries), in each case subject to certain exceptions;

sell assets (including equity interests in any other persons), other than (x) in the case of Forest, (i) sales of hydrocarbons and inventory in the ordinary course of business, (ii) sales of assets to third parties for a purchase price that does not exceed \$10,000,000 in the aggregate and (iii) certain sales by certain subsidiaries of Forest or (y) in the case of Sabine Holdings, (i) sales of hydrocarbons and inventory in the ordinary course of business by Sabine Holdings or its subsidiaries and (ii) sales of assets to third parties for a purchase price that does not exceed \$50,000,000 in the aggregate;

create, incur, guarantee or assume any indebtedness other than (A) indebtedness incurred as a result of borrowings under Sabine Holdings or Forest's existing credit agreements, as applicable, and (B) other indebtedness of less than \$10,000,000 in the aggregate, in each case subject to certain exceptions;

(i) settle any claims, demands, lawsuits or state or federal regulatory proceedings for damages to the extent such settlements assess damages in excess of (x) in the case of Forest, \$2,000,000 individually and \$8,000,000 in the aggregate, subject to certain exceptions, or (y) in the case of Sabine Holdings, \$20,000,000 in the aggregate, subject to certain exceptions, or (ii) settle any claims, demands, lawsuits or state or federal regulatory proceedings seeking an injunction or other equitable relief where such settlements would or would reasonably be expected to materially impair the business of Sabine Holdings and its subsidiaries or Forest and its subsidiaries, taken as a whole;

take any action with respect to or in contemplation of any liquidation, dissolution, recapitalization, reorganization, or other winding up;

change or modify any accounting policies, except as required by applicable regulatory authorities or independent accountants;

in the case of Forest only, except as required pursuant to the terms and conditions of a Forest benefit plan as in effect on the original execution date of the merger agreement (i) increase the salary, bonus or other compensation (including incentive compensation) payable to any employee, other than increases in annual base salaries or wage rates in the ordinary course of business consistent with past practice that do not exceed 10% for an individual or 5% in the aggregate or (ii) adopt or make any amendment to any Forest benefit plan, other than amendments to any Forest benefit plans that are defined contribution or welfare plans that do not materially increase the cost to Forest and its subsidiaries of maintaining such plans;

in the case of Forest only, recognize any union or establish, negotiate or become obligated under any collective bargaining agreement or other contract with any labor union;

in the case of Forest only, other than in the ordinary course of business consistent with past practice, (i) hire any new employee having an annual base salary in excess of \$200,000 or (ii) terminate, other than for cause, the employment of any employee having an annual base salary in excess of \$200,000;

other than in the ordinary course of business, (i) modify, make any material amendment to or voluntarily terminate, prior to the expiration date thereof, any material contracts; (ii) enter into a contract after the original execution date of the merger agreement that would be a material contract (as defined in the merger agreement) if entered into prior to the original execution date of the merger agreement; or (iii) waive any default by, or release, settle or compromise any claim against, any other party to a material contract; or

agree, or commit to take any of the actions described above.

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### **Employee Benefits Matters**

Pursuant to the terms of the merger agreement, for a period of at least one year following the closing date, Forest will provide:

each Forest employee who remains employed after the closing date with an annual base salary no less favorable than that provided immediately prior to the closing date;

each key employee (generally defined as an employee at the level of vice president or above who is party to a severance agreement) who remains employed after the closing date with incentive bonus opportunities and employee benefits (excluding defined benefit, retiree health and equity-based compensation arrangements) that are no less favorable in the aggregate than those made available to similarly situated employees of the Sabine parties immediately prior to the closing date; and

each Forest employee who remains employed after the closing date and who is not a key employee with incentive compensation opportunities that are no less favorable than those provided to such employee immediately prior to the closing date and employee benefits (excluding defined benefit, retiree health and equity-based compensation arrangements) that are no less favorable in the aggregate than those made available to similarly situated employees of the Sabine parties immediately prior to the closing date.

In addition, for each Forest employee who remains employed after the closing date and who experiences an involuntary termination during the first year following the closing date, Forest will provide such employee with severance benefits consistent with the applicable Forest severance plan or severance agreement. With respect to employee benefit plans maintained by Forest or any of its subsidiaries in which a Forest employee who remains employed after the closing date becomes eligible to participate, Forest will generally recognize such employee's service with Forest and its affiliates for purposes of eligibility, participation, vesting and, except with respect to any defined benefit pension plan or retiree health plan, benefit accrual, so long as that recognition does not result in the duplication of benefits. In addition, with respect to any welfare plan maintained by Forest or one of its subsidiaries in which such a Forest employee becomes eligible to participate, for the plan year in which such employee is first eligible to participate, Forest will use reasonable best efforts to cause any pre-existing condition limitations or eligibility waiting periods under such plan to be waived with respect to such employee to the extent such pre-existing condition limitation or eligibility waiting period would have been waived or satisfied under the corresponding Forest plan in which such employee participated immediately prior to the effective time of the combination transaction and to recognize any applicable expenses incurred by such employee in such year for purposes of any applicable deductible or out-of-pocket expense requirements under such plan.

Forest will pay prorated bonuses pursuant to Forest's annual incentive plans in respect of the portion of the 2014 performance period ending on the closing date. The amount of each prorated bonus is to be based on performance, as determined by the Compensation Committee in its discretion. Prorated bonuses will generally be paid concurrently with closing.

### **Regulatory Approvals; Efforts to Close the Combination Transaction**

Each of Sabine Investor Holdings, AIV Holdings and Forest agreed to use its reasonable best efforts to take all actions and to do all things necessary, proper or advisable under applicable law to complete the combination transaction,

including using reasonable best efforts to:

cause the closing conditions set forth in the merger agreement to be satisfied;

obtain all necessary waivers, consents, approvals or authorizations from governmental entities and make all necessary filings and take all other steps necessary to avoid any action or proceeding by any governmental entity by the End Date;

obtain all necessary waivers, consents, approvals or authorizations from third parties;

defend any investigations, lawsuits or other legal proceedings challenging the combination transaction that could prevent or delay the consummation of the combination transaction; and

execute and deliver any additional instruments necessary to consummate the combination transaction.

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In addition, Sabine Investor Holdings, AIV Holdings and Forest agreed to make all registrations, declarations and filings required under antitrust and other regulatory laws, including covenants to respond promptly to inquiries received from governmental entities, notify the other party of communications with such entities and, subject to applicable law, allow the other party to review and provide comments to such communications in advance. In connection with such antitrust and regulatory review, Sabine Investor Holdings and AIV Holdings have, to the extent necessary to obtain expiration of the waiting period under the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, agreed to take any action that would result in making proposals, offering remedies, commitments or undertakings, executing or carrying out agreements or submitting to laws or orders (i) providing for the license, sale or other disposal of any capital stock or equity of a subsidiary of Sabine Investor Holdings, AIV Holdings or a subsidiary of Forest, business, assets, categories of assets or products of Sabine Investor Holdings, AIV Holdings, Forest or their respective subsidiaries or the holding separate of their capital stock or other equity interests of a subsidiary of Forest, Sabine Investor Holdings or AIV Holdings or (ii) otherwise imposing or seeking to impose any limitations on Sabine Investor Holdings, AIV Holdings, Forest or any of their respective subsidiaries (collectively, a Regulatory Divestiture ); provided, that:

Sabine Investor Holdings or AIV Holdings may condition any Regulatory Divestiture on the consummation of the combination transaction; and

Sabine Investor Holdings and AIV Holdings will not be obligated to make or agree to make any Regulatory Divestiture that would reasonably be expected individually or in the aggregate to be material to Forest and its subsidiaries, taken as a whole, after consummation of the combination transaction.

Forest agreed that it (i) will not publicly, or before any governmental entity or third party, offer, suggest, propose or negotiate, and will not commit to, or enter into, consent to or acquiesce to any Regulatory Divestiture without the prior written consent of Sabine Investor Holdings and AIV Holdings and (ii) will commit to, enter into, consent to or acquiesce to any Regulatory Divestitures as directed by Sabine Investor Holdings and AIV Holdings, provided, that Regulatory Divestitures are conditioned on the consummation of the combination transaction.

**Indemnification; Directors and Officers Insurance**

Under the terms of the merger agreement, from and after the effective time of the combination transaction, Forest agreed to indemnify and hold harmless in the same manner as provided by Forest immediately prior to the original execution date of the merger agreement, each present and former director, officer and employee of Forest and its subsidiaries (in all of their capacities, collectively, the Indemnified Parties ), against any costs or expenses, judgments, fines, losses, claims, damages or liabilities incurred in connection with any suit, investigation or other proceeding arising out of or pertaining to such Indemnified Party s capacity as such.

Forest agreed that, until the six-year anniversary date of the effective time of the combination transaction, Forest s organizational documents will contain provisions no less favorable with respect to indemnification of the current and former directors and officers of Forest than are currently provided in Forest s organizational documents, which provisions will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any such individuals until the expiration of the statutes of limitations applicable to such matters or unless such amendment, modification or repeal is required by applicable law.

In addition, for six years after the effective time of the combination transaction, Forest will maintain insurance coverage of a type and amount no less favorable in the aggregate than the policies provided by the Forest s directors

and officers' insurance and indemnification policy in effect on the original execution date of the merger agreement, provided, that Forest will not be required to pay an annual premium for such insurance in excess of 300% of the annual premium currently paid by Forest for such coverage.

**Financing Cooperation**

Forest agreed to use its reasonable best efforts to provide all cooperation reasonably requested by Sabine Holdings that is customary in connection with a refinancing of Forest's existing indebtedness, including using



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reasonable best efforts to, among other things, furnish pertinent and customary information (including certain financial information) to consummate any customary offerings of debt securities contemplated by the Sabine parties or for the arrangement of loans contemplated by the Sabine parties. Forest's obligations under any agreement or document related to the refinancing of Forest's existing indebtedness in connection with the combination transaction will not be effective until the effective time of the combination transaction. Forest will not be required to pay fees (unless it is promptly reimbursed) or incur any other liability in connection with the refinancing of Forest's existing indebtedness prior to the effective time of the combination transaction. Forest is not obligated to take any action or provide any assistance that unreasonably interferes with the ongoing operations of Forest or any of its subsidiaries. The Sabine parties will reimburse Forest for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Forest or its subsidiaries in connection with their cooperation and will indemnify and hold harmless Forest, its subsidiaries and their respective representatives in connection with the arrangement of the refinancing and any information used in connection therewith, except with respect to any information provided by Forest or any of its subsidiaries.

The Sabine parties will use their commercially reasonable effort to obtain the proceeds of the debt financing on the terms and conditions set forth in the commitment letter and will comply with their obligations and enforce their rights under the commitment letter in a timely and diligent manner. The commitment letter provides a commitment for a new revolving credit facility to refinance the Sabine Credit Facility and the existing revolving credit facility of Forest and for bridge financing to finance the purchase of any Forest notes which are required to be purchased in connection a change of control offer. If any portion of the debt financing becomes unavailable, the Sabine parties will use their commercially reasonable efforts to amend, modify, supplement, alter, restate, substitute or replace the debt financing as promptly as practicable following the occurrence of such event. The Sabine parties may amend, modify, supplement, alter, restate, substitute or replace or waive any of their rights under the commitment letter or any associated definitive documentation with respect to the debt financing or substitute other debt or equity financing for all or any portion of the debt financing from the same or alternative financing sources if (i) the amount thereof will be sufficient, when taken together with remaining portion of the debt financing (if any), any other debt, any equity commitment and cash on hand, to consummate the refinancing and (ii) any such amendment, modification, supplement, alteration, restatement, substitution or replacement or waiver of any rights under the commitment letter or any associated definitive documentation will not expand upon the conditions precedent or contingencies to the funding of the debt financing as set forth in the applicable commitment letter or associated definitive documentation. The Sabine parties will keep Forest reasonably informed on a reasonably current basis and in reasonable detail of the status of their efforts to consummate the debt financing or any alternative financing.

**Existing Notes Tender Offer; Consent Solicitation and Debt Tender**

If requested by the Sabine parties, Forest agreed to use its reasonable best efforts to assist the Sabine parties in commencing (i) an offer to repurchase or discharge one or more series of its outstanding notes (each, a "debt tender") and/or (ii) a consent solicitation to amend or remove one or more covenants in the indentures governing Forest's outstanding notes such that, among other things, no aspect of the combination transaction will require a change of control offer (as defined in the applicable indenture) (each, a "consent solicitation" and together with each debt tender, the "debt offer"). Forest will not be required to commence any debt offer until the Sabine parties provide Forest with forms of the necessary offer to purchase, consent solicitation statement, dealer manager and/or solicitation agent agreement, letter of transmittal or other related documents in connection with any such debt offer a reasonable period of time in advance of commencing the applicable debt offer. Forest will not be required to pay, purchase or otherwise retire any of the outstanding notes prior to the occurrence of the effective time of the combination transaction.

Forest will, and will cause its subsidiaries to, provide all cooperation reasonably requested by the Sabine parties in connection with any debt offer.

The Sabine parties will pay the fees and out-of-pocket expenses of any dealer manager, information agent, solicitation agent, tabulation agent, depositary or other agent retained in connection with any debt offer upon the

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incurrence of such fees and out-of-pocket expenses. The Sabine parties will reimburse Forest for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Forest Entities in connection with their cooperation and will indemnify and hold harmless Forest, its subsidiaries and their respective representatives in connection with the debt offers and any information used in connection therewith, except with respect to any information provided by any of the Forest Entities.

## **Other Covenants and Agreements**

The merger agreement contains additional covenants and agreements between the parties relating to the following matters:

granting the other party access to its officers, employees, customers, suppliers, properties and books and records as reasonably requested by such party;

each party's agreement to maintain the confidentiality of certain nonpublic information provided by the other party;

making certain public announcements regarding the terms of the merger agreement or the combination transaction;

the administration and participation of the parties in any litigation relating to the combination transaction;

taking actions to render state takeover laws to be inapplicable to the combination transaction;

adoption by Forest of the rights plan;

obtaining NYSE listing of the Forest common shares issued to Sabine Investor Holdings and AIV Holdings; and

certain tax matters.

## **Other Expenses**

The parties agreed that each party will pay its own expenses incident to preparing for, entering into and carrying out the merger agreement and the consummation of the combination transaction, whether or not the combination transaction is consummated.

## **Waivers; Amendments**

Prior to the consummation of the combination transaction, the parties may extend the time for performance of the obligations of the parties or waive any of the conditions of the merger agreement, provided, that such extension or

waiver is set forth in writing and signed by the party granting such extension or waiver. The merger agreement may be amended only by a written instrument signed by all the parties to the merger agreement, regardless of whether Forest common shareholders have approved the share issuance proposal and the authorized share proposal; provided, however, that after any such approval, no amendment will be made for which applicable law or the rules of the relevant stock exchange requires further approval by shareholders without such further approval. No amendment will be made to provisions relating to third-party beneficiaries, governing law and jurisdiction, amendments or certain agreements with respect to financing sources which would be adverse to the entities that have committed to provide or otherwise entered into agreements pursuant to the commitment letter without the prior written consent of such financing sources.

### **Directors and Officers**

The parties agreed that, prior to the closing, Forest will take all action necessary to (a) elect ten persons as directors of Forest effective as of the effective time of combination transaction (eight of whom will be designated by Sabine Investor Holdings and two of whom will be designated by Forest prior to the effective time of the

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combination transaction) and (b) appoint the persons who are the officers of Sabine immediately prior to the effective time of the combination transaction as officers holding the same offices of Forest effective as of the effective time of the combination transaction.

## **Stockholder s Agreement**

In connection with the merger agreement, on July 9, 2014, Forest entered into an amended and restated stockholder s agreement with Sabine Investor Holdings and AIV Holdings.

## ***Corporate Governance***

Pursuant to the stockholder s agreement, for so long as Sabine Investor Holdings and AIV Holdings, collectively, own Forest common shares and Forest convertible common-equivalent preferred shares representing at least 15% of the outstanding voting power of Forest, Sabine Investor Holdings or AIV Holdings will have the right to designate a number of individuals for election to the Forest board of directors equal to the percentage voting power controlled by Sabine Investor Holdings and AIV Holdings multiplied by the number of directors on the Forest board of directors, in each case, rounded to the nearest whole number. Sabine Investor Holdings or AIV Holdings, as applicable, may, in its sole discretion, elect to designate a fewer number of individuals for election to the Forest board of directors, but may not designate any individual if such person would be prohibited or disqualified from serving as a director pursuant to any applicable rule or regulation of the SEC, the NYSE or any other applicable exchange on which securities of Forest or listed, or applicable law.

Forest will cause the persons designated by Sabine Investor Holdings or AIV Holdings, as applicable, in accordance with the previous paragraph to be nominated for election at each meeting of shareholders of Forest at which directors are to be elected, and such persons will be recommended for election by the board of directors of Forest. Forest will use its reasonable best efforts to cause the election of each properly designated person to the Forest board of directors, including by soliciting proxies in favor of the election of each such designee.

For so long as Sabine Investor Holdings or AIV Holdings retains their board designation rights, Sabine Investor Holdings and AIV Holdings will vote their Forest common shares and Forest convertible common-equivalent preferred shares in accordance with the recommendation of the Nominating and Corporate Governance Committee of the Forest board of directors with respect to the election of any person to be elected to the Forest board of directors other than Sabine Investor Holdings designees or AIV Holdings designees.

These rights will remain in effect as long as Sabine Investor Holdings and AIV Holdings, collectively, beneficially own Forest common shares and Forest convertible common-equivalent preferred shares representing 15% or more of the outstanding voting power of Forest.

## ***Transfer Restrictions***

Until three months after the effective time of the combination transaction, Sabine Investor Holdings and AIV Holdings will not be permitted to sell or transfer any Forest convertible common shares or Forest common-equivalent preferred shares and certain other derivative securities issued by Forest, subject to certain exceptions. These exceptions include transfers that are approved by a majority of the directors of Forest (including a majority of the directors of Forest other than those designated by Sabine Investor Holdings or AIV Holdings, as applicable, for election to the board under the provisions summarized above), as well as certain transfers to affiliates and investors in Sabine Investor Holdings or AIV Holdings who agree to be bound by the terms of the stockholder s agreement.



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### ***Obligations to Seek Shareholder Approval***

Forest, Sabine Investor Holdings and AIV Holdings agreed to take certain actions following the combination transaction in order to cause:

Forest to form a new wholly owned Delaware subsidiary ( New Delaware Holdco ) and New Delaware Holdco to form a wholly owned merger subsidiary (the Reincorporation Merger Sub );

Adopt a reincorporation merger agreement, providing for the merger of the Reincorporation Merger Sub with and into Forest, with Forest surviving the reincorporation merger as a wholly owned subsidiary of New Delaware Holdco, and Forest common and preferred shareholders receiving corresponding shares in New Delaware Holdco in exchange for their Forest shares (referred to in this proxy statement as the reincorporation merger ); and

Call and hold a special meeting of shareholders of Forest to approve the reincorporation merger and related reincorporation merger agreement.

In the event the authorized share proposal is not approved, but the parties mutually agree to waive the condition with respect thereto and complete the combination transaction, Forest, Sabine Investor Holdings and AIV Holdings have also agreed to use their reasonable best efforts to cause the automatic conversion of the Series B convertible common-equivalent preferred shares prior to the three month anniversary of the completion of the combination transaction, and to take all actions reasonably necessary to call and hold a Forest special meeting promptly following the completion of the combination transaction to approve the authorized share proposal, and Sabine Investor Holdings and AIV Holdings have agreed to vote their Forest common shares and preferred shares in favor of such proposal. See Description of Capital Stock Series B Convertible Common-Equivalent Preferred Stock .

Because of these contractual obligations, and due to the fact that Sabine Investor Holdings and AIV Holdings will collectively hold Forest common shares and Forest preferred shares representing 80% of the total voting power in Forest following the combination transaction, in the event the share issuance approval is obtained and the combination transaction is completed, the reincorporation merger may also be completed without the approval of any Forest shareholders other than Sabine Investor Holdings and AIV Holdings.

Forest will be obligated to hold a special meeting of Forest shareholders to approve the reincorporation merger. In connection with such special meeting, Forest will prepare and mail to Forest shareholders a separate proxy statement, containing information related to the reincorporation merger, New Delaware Holdco, and the New Delaware Holdco shares to be received by Forest shareholders in the reincorporation merger, as well as copies of the merger agreement providing for the reincorporation merger, and the New Delaware Holdco charter documents.

### **Registration Rights Agreement**

In connection with the merger agreement, on July 9, 2014, Forest entered into an amended and restated registration rights agreement with Sabine Investor Holdings and AIV Holdings.

Pursuant to the registration rights agreement, Sabine Investor Holdings, AIV Holdings, and certain of their respective equityholders, including First Reserve, will have certain registration rights, including demand registration rights, shelf

registration rights and rights to request shelf take-downs (including marketed underwritten shelf take-downs). Forest will not be obligated to effect, at the request of First Reserve, (a) more than four demand registrations and/or marketed underwritten shelf take-downs or (b) more than one marketed underwritten offering pursuant to the registration rights agreement in any consecutive 90-day period.



**Table of Contents****DIRECTORS AND MANAGEMENT OF FOREST FOLLOWING THE COMBINATION TRANSACTION**

Pursuant to the terms of the merger agreement, Sabine Investor Holdings has the right to designate eight persons for election to the Forest board at the completion of the combination transaction. Each of the current directors of Sabine is expected to serve as a director of Forest upon completion of the combination transaction, and the remaining two designees have not yet been determined. In addition, the executive officers of Sabine listed below are expected to serve as the executive officers of Forest following the combination transaction in the same capacity in which they currently serve with Sabine. The following table sets forth the names, ages and titles of such Sabine directors and executive officers.

<b>Name</b>	<b>Age</b>	<b>Position at Sabine</b>
David J. Sambrooks	55	Chief Executive Officer and Director
R. Todd Levesque	44	Executive Vice President and Chief Operating Officer
Cheryl R. Levesque	41	Senior Vice President, Asset Development
Timothy D. Yang	42	Senior Vice President, Land & Legal, General Counsel, Chief Compliance Officer and Secretary
Duane C. Radtke	65	Chairman of the Board of Directors
Alex T. Krueger	40	Director
John Yearwood	54	Director
Michael G. France	36	Director
Brooks M. Shughart	37	Director

**Officers**

**David J Sambrooks.** Mr. Sambrooks has served as Chief Executive Officer and Director of Sabine since May 2007. Mr. Sambrooks has extensive experience in executive management, engineering and business development. Prior to joining Sabine in early 2007, he served as Vice President and General Manager of Devon Energy Corporation's Southern Division, and prior to that their International Division. Mr. Sambrooks also held other senior positions with Santa Fe Energy Corporation. Mr. Sambrooks received a Bachelor of Science degree in Mechanical Engineering from the University of Texas at Austin and a Master of Business Administration from the Executive Program at the University of Houston. Mr. Sambrooks is on the board and executive committee of Communities in Schools.

It is expected that Mr. Sambrooks will serve as Chief Executive Officer and Chairman of Forest's board of directors following the combination transaction.

**R. Todd Levesque.** Mr. Levesque has served as Executive Vice President and Chief Operating Officer since October 2013. His previous roles at Sabine were Vice President, Engineering and Development, from 2007 to February 2013, and Senior Vice President, Engineering and Development, from February 2013 to October 2013. Prior to joining Sabine in 2007, Mr. Levesque held various senior level management positions with Devon/Ocean Energy, Burlington Resources and Amerada Hess. Mr. Levesque earned a Bachelor of Science degree in Petroleum Engineering from Texas A&M University. Mr. Levesque is married to Cheryl R. Levesque, who is expected to serve as Senior Vice President, Engineering and Development of Forest following the combination transaction.

It is expected that Mr. Levesque will serve as Executive Vice President and Chief Operating Officer of Forest following the combination transaction.

***Cheryl R. Levesque***. Ms. Levesque has served as Senior Vice President, Asset Development since August 2014. Ms. Levesque joined Sabine in 2008 as Vice President, Production & Operations and held this position until February 2013. From February 2013 to October 2013, Ms. Levesque served as Senior Vice President,

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Production & Operations and from October 2013 to August 2014, served as Senior Vice President, Engineering and Development of Sabine. Prior to joining Sabine, Ms. Levesque held the position of Exploitation Supervisor with Devon Energy Corporation. She also held senior technical positions of increasing responsibility with Ocean Energy and Burlington Resources. Ms. Levesque obtained her Bachelor of Science in Petroleum Engineering from Texas Tech University. She is a Registered Professional Engineer in Texas. Ms. Levesque is married to R. Todd Levesque, who is expected to serve as Executive Vice President and Chief Operating Officer of Forest following the combination transaction.

It is expected that Ms. Levesque will serve as Senior Vice President, Asset Development of Forest following the combination transaction.

**Timothy D. Yang.** Mr. Yang has served as Senior Vice President, General Counsel, Chief Compliance Officer and Secretary of Sabine since February 2013 and also assumed the position of Senior Vice President of Land in August 2014. Mr. Yang joined Sabine in 2011 as a member of the executive management team, serving as Vice President, General Counsel and Secretary from 2011 to February 2013. Mr. Yang was Associate General Counsel and Assistant Corporate Secretary for Eagle Rock Energy prior to joining Sabine. His legal experience covers both public and private companies within the energy and investment industries including Invesco/AIM Investments, Pogo Producing Company and AEI Energy. Tim graduated with a Bachelor of Arts in Biology from Trinity University and obtained his Juris Doctor from the University of Houston Law Center.

It is expected that Mr. Yang will serve as Senior Vice President, Land & Legal, General Counsel, Chief Compliance Officer and Secretary of Forest following the combination transaction.

## **Directors**

### ***Sabine Directors***

**Duane C. Radtke.** Mr. Radtke has served as a director of Sabine since June 2008 and became Chairman of the Board in August 2009. Mr. Radtke has over 40 years of experience in energy executive management, engineering and business development. From 2001 until retiring, Mr. Radtke served as President and Chief Executive Officer of Dominion Exploration and Production, a subsidiary of Dominion Resources, Inc., and Executive Vice President of Dominion Resources, Inc. Previously, Mr. Radtke served as President of Devon International. Mr. Radtke is currently a director of Devon Energy Corporation, a public company, KrisEnergy Ltd., a public company whose shares are traded in Singapore, Offshore Energy Center and the Palmer Drug Abuse Program. Mr. Radtke serves as the President and Chief Executive Officer of Valiant Exploration LLC, which is engaged in investments in the oil and gas industry. Mr. Radtke is a former Chairman of the American Exploration and Production Council and former Chairman of Spindletop Charities. Mr. Radtke earned a Bachelor of Science in Mining Engineering from the University of Wisconsin.

**David J. Sambrooks.** Mr. Sambrooks has served as a Chief Executive Officer and Director of Sabine since May 2007. Mr. Sambrooks has extensive experience in executive management, engineering and business development. Prior to joining the company in early 2007, he served as Vice President and General Manager of Devon Energy Corporation's Southern Division, and prior to that their International Division. Mr. Sambrooks also held other senior positions with Santa Fe Energy Corporation. Mr. Sambrooks received a Bachelor of Science degree in Mechanical Engineering from the University of Texas at Austin and a Master of Business Administration from the Executive Program at the University of Houston. Mr. Sambrooks is on the board and executive committee of Communities in Schools.

It is expected that Mr. Sambrooks will serve as Chairman of Forest's board of directors upon the completion of the combination transaction.

**Alex T. Krueger.** Mr. Krueger has served as a director of Sabine since February 2011. Mr. Krueger is President of First Reserve which he joined in 1999 and is responsible for the development and management of

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the buyout investment team. Mr. Krueger's responsibilities include investment origination, structuring, execution, monitoring and exit strategy. He is involved in investment activities in all areas of the worldwide energy industry, with particular expertise in the natural resources sector. Prior to joining First Reserve, Mr. Krueger worked in the Energy group of Donaldson, Lufkin & Jenrette in Houston. Mr. Krueger holds two Bachelor of Science degrees from the University of Pennsylvania, one in Chemical Engineering and one in Finance and Statistics from the Wharton School.

**John Yearwood.** Mr. Yearwood has served as a director of Sabine since June 2007. Mr. Yearwood currently serves on the Board of Directors of Nabors Industries, Ltd., Barra Energia, Sheridan Production Partners, Premium Oilfield Services and Foro Energy. Until recently, he served as the Chief Executive Officer, President and Chief Operating Officer of Smith International, Inc. Mr. Yearwood was first elected to Smith's Board of Directors in 2006 and remained on the board until he successfully negotiated and completed the sale of Smith to Schlumberger Ltd. in August 2010. Before joining Smith, Mr. Yearwood spent 27 years with Schlumberger in numerous operations management and staff positions throughout Latin America, Europe, North Africa and North America, including as President and in financial director positions. Mr. Yearwood received a Bachelor of Science Honors Degree in Geology and the Environment from Oxford Brookes University in England.

**Michael G. France.** Mr. France has served as a director of Sabine since December 2007. Mr. France is a Managing Director of First Reserve which he joined in 2007. His responsibilities range from deal origination and structuring to due diligence, execution and monitoring, with particular focus on the reserves and midstream sectors. Prior to joining First Reserve, Mr. France was a Vice President in the Natural Resources Group, Investment Banking Division, at Lehman Brothers. From 1999 until 2001, Mr. France was a consultant at Deloitte & Touche. Mr. France holds a Bachelor of Business Administration degree in Finance from the University of Texas and a Master of Business Administration from Jones Graduate School of Management at Rice University. Mr. France also serves as a director on the board of Crestwood Midstream Partners LP, which is a public company.

**Brooks M. Shughart.** Mr. Shughart has served as a director of Sabine since December 2012. Mr. Shughart is a Director of First Reserve which he joined in 2012. His responsibilities range from deal origination and structuring to due diligence, execution and monitoring, with particular focus on the reserves sector. Prior to joining First Reserve, Mr. Shughart was a Director in the Mergers and Acquisitions Group for Credit Suisse. Prior to Credit Suisse, he held positions in the energy groups of Lazard Freres and Donaldson, Lufkin & Jenrette/CS First Boston. Mr. Shughart holds a Bachelor of Business Administration degree in Finance from The University of Texas. Mr. Shughart also serves on the board of directors of KrisEnergy Ltd., a public company whose shares are traded in Singapore.

There are no family relationships among any of Sabine's directors or executive officers, other than between R. Todd Levesque and Cheryl R. Levesque, who are married.

***Forest Directors***

In connection with the execution of the merger agreement, five of the seven current directors of Forest agreed to resign from the Forest board at, and conditioned upon, the completion of the combination transaction. The two directors of Forest who are also expected to serve as directors of Forest upon completion of the combination transaction are Patrick R. McDonald and Dod A. Fraser. The following table sets forth the names, ages and titles of such individuals.

Name	Age	Position at Forest
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Patrick R. McDonald 57 President, Chief Executive Officer and Director

Dod A. Fraser 63 Director

**Patrick R. McDonald.** Mr. McDonald has served as President, Chief Executive Officer and Director of Forest since September 2012. Mr. McDonald served as Forest's Interim Chief Executive Officer starting in June

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2012, and has served as a member of the Forest board since 2004. He was appointed as the Chief Executive Officer and as a Director of Carbon Natural Gas Co. in 2011, and continues to serve in such capacities. He has also served as Chief Executive Officer, President and Director of Carbon Natural Gas Co.'s predecessor company Nytis Exploration Company since 2004. From 1998 to 2003, Mr. McDonald served as President, Chief Executive Officer, and Director of Carbon Energy Corporation, an oil and gas exploration and production company. From 1987 to 1997, Mr. McDonald served as Chief Executive Officer, President and Director of Interenergy Corporation, a natural gas gathering, processing, and marketing company. Prior to that, he worked as an exploration geologist with Texaco, Inc. where he was responsible for oil and gas exploration efforts in the Middle and Far East. Until his appointment as interim Chief Executive Officer of Forest, Mr. McDonald was a member of the Forest board's audit committee and served as chairman of the Compensation Committee. In March 2011, Mr. McDonald was elected as a director and Chairman of Lone Pine Resources Inc., an oil and gas exploration, development and production company. He is a Certified Petroleum Geologist and is a member of the American Association of Petroleum Geologists and Canadian Society of Petroleum Geologists. Mr. McDonald received a bachelor's degree in geology and economics from Ohio Wesleyan University and a Masters in Business Administration in Finance from New York University.

***Dod A. Fraser.*** Mr. Fraser has served as a director of Forest since 2000. Mr. Fraser has served as President of Sackett Partners Incorporated, a consulting company, and member of corporate boards, since 2000. Previously, Mr. Fraser was an investment banker, a General Partner of Lazard Freres & Co. and, most recently, Managing Director and Group Executive of Chase Manhattan Bank, now JP Morgan Chase, where he led the global oil and gas group. Mr. Fraser was a board member of Smith International, Inc., an oilfield service company, and Terra Industries, Inc., a nitrogen-based fertilizer company. Mr. Fraser is a board member of Subsea 7 S.A., a sub-sea engineering and contracting company, and of OCI GP, LLC, the general partner of OCI Partners, LP, a publicly traded master limited partnership. Mr. Fraser serves as chairman of Forest's audit committee and is a member of Forest's nominating and corporate governance committee. Mr. Fraser graduated from Princeton University with a Bachelor of Arts degree.

**Controlled Company and Board Independence**

Because Sabine Investor Holdings and AIV Holdings will control a majority of Forest's outstanding common shares and common-equivalent preferred shares following the combination transaction, Forest is expected to be a controlled company under the NYSE corporate governance standards. A controlled company need not comply with the NYSE corporate governance rules that require its board of directors to have a majority of independent directors and independent compensation and nominating and corporate governance committees. Notwithstanding Forest's status as a controlled company, Forest will remain subject to the NYSE corporate governance standard that requires it to have an audit committee composed entirely of independent directors.

While these exemptions will apply to Forest as long as Forest remains a controlled company, Forest expects that, as of completion of the combination transaction, its board of directors will consist of a majority of independent directors within the meaning of the NYSE listing standards currently in effect. Forest expects that each of the current Sabine directors except for Mr. Sambrooks will be considered independent under the NYSE listing standards. Forest does not expect that Mr. McDonald will be considered independent under the NYSE listing standards.

It has not yet been determined which persons will serve as members of the Audit Committee of the Forest board of directors or any other board committee.

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**EXECUTIVE COMPENSATION**

**Compensation Discussion and Analysis**

**Introduction.** Forest's compensation program is intended to be competitive with comparable oil and gas companies, reward corporate and individual performance, be consistent with Forest's strategic and financial objectives, and correlate a meaningful percentage of total compensation to Forest's share price performance.

Forest's 2013 compensation program consists of three primary components: an annual base salary, an annual cash incentive bonus, and periodic grants of longer-term equity incentive awards. Each component, as well as other employee benefits, is described in detail in the following pages. Below is a summary of the three primary components:

Annual base salaries, in general, were targeted at approximately the 50<sup>th</sup> percentile of like positions in comparable oil and gas companies with adjustments as deemed appropriate by the Compensation Committee, and are generally reviewed annually.

Annual incentive bonuses were determined by reference to metrics that reflect Forest's annual operating plan, strategic objectives, and individual performance, and are paid in cash. For each employee, the annual plan pays out between 0 and 200% of target, with the target bonus for each position set at approximately the 50<sup>th</sup> percentile of like plans for like positions in comparable oil and gas companies. Incentive bonuses are determined and paid annually in the first quarter of the year following the performance period. That is, 2013 performance period bonuses were determined and paid in February and March 2014, respectively.

Long-term equity based incentive awards for officers other than Forest's Chief Executive Officer were generally 50% time-based restricted stock and 50% performance units. Awards for the Chief Executive Officer consisted of approximately 60% performance units and 40% time-based awards. The grant-date value of the total award is set at approximately the 50<sup>th</sup> percentile of like plans for like positions in comparable oil and gas companies. The time-based restricted stock and phantom stock generally have three-year cliff vesting. The performance units are tied to Forest's total shareholder return over a three-year period relative to a group of peer companies. Depending on Forest's stock performance the number of shares that vest can range from 0 to 200% of the number of shares granted. Annual long-term incentive awards are determined and granted annually in the first or second quarter of the year, and the magnitude of the awards consider, among other things, performance during the prior year and competitive long-term incentive values for comparable positions in our industry. Performance unit awards tied to 2013 have not yet been made.

The Compensation Committee, which administers Forest's compensation program, believes the above components taken together meet the plan's design objectives. Target payouts of each component are competitive, as the targets are set at what are believed to be the median of comparable companies. Forest's strategic and financial objectives are incorporated in the annual incentive bonus plan. The value of the long-term equity incentive awards upon vesting directly relates to Forest's share price; in particular, the value of the performance units can vary greatly depending on how Forest's stock has performed versus its peers. In addition, on occasion the Compensation Committee will grant special retention equity awards or bonuses, such as the special bonus referenced below. However, such grants are not considered primary components of Forest's compensation program.



Beginning in 2011 and continuing through 2013, Forest's share price has significantly underperformed its peers. The Compensation Committee believes Forest's pay has matched performance during this period by virtue of the program design and the awards paid or granted by the Compensation Committee. Disregarding the special bonus given in 2013, which is referenced on page 81, approximately 75% of the total compensation for each named executive officer still employed by Forest at year end, 87% in the case of the Chief Executive Officer, is tied to the value of Forest's stock or is otherwise performance based, through the annual incentive bonus and

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long-term equity based incentive awards. In 2011, 2012, and 2013, the annual incentive bonus payout approved by the Compensation Committee was below target, at 67%, 75%, and 70%, respectively. Moreover, the realizable value of the long-term equity based incentive awards have been materially below the grant date values due to the absolute decline in Forest's stock price and the relative decline versus peers; the latter has resulted in a prospective payout of 0% for all outstanding performance units granted to current officers through May 2013, based on the year-end 2013 share price. By way of illustration, the cumulative realizable value of equity awards to our named executive officers for the five performance years ended 2013 was approximately 23% of the grant date value.

Additional detailed analysis of the relationship of pay to performance is provided in the section below entitled, Alternative Disclosure Regarding Long-Term Incentive Awards.

**Issues Particular to 2013.** Several changes were made to Forest's compensation practices in 2012, including the adoption of new severance and equity award agreements with double trigger change-of-control provisions and a clawback policy, which were reflected in the 2013 proxy statement. The Compensation Committee is still assessing the effect of such changes to determine what, if any, additional changes are necessary.

Beginning in 2012 and continuing to the present, the Board and Compensation Committee have had to address retention issues with respect to Forest's officers and employees. These issues have arisen as a result of (i) the sale of a significant portion of Forest's assets, and related workforce reductions, undertaken in an attempt to reduce debt and strengthen the balance sheet, (ii) turmoil and uncertainty caused by the termination of Forest's former Chief Executive Officer and the resignation of a number of officers and other key employees, and (iii) the significantly reduced retentive effect of Forest's outstanding equity-based awards, owing to the underperformance of Forest's stock. By way of example, since the end of 2011 Forest's workforce has been reduced by over 63%. Since the beginning of 2013, three executive officers-including the former Chief Financial Officer-have resigned. During 2013 Forest's employee resignation rate was 16.2% versus the pre-2011 historic norm of 9.6%. In order to address some of these concerns in the short term, in 2013 certain Forest employees and officers (other than the Chief Executive Officer) received special bonuses that were contingent on the successful sale of Forest's assets in the Texas Panhandle Area, as measured by net proceeds, and the individual remaining employed by Forest through the close of such transaction. See Compensation Discussion and Analysis Special Bonuses .

In general, and as described in further detail below, our recent compensation decisions must be viewed in the context of the crucial need to maintain strength and continuity in Forest's remaining senior management team.

**Named Executive Officers in 2013.** For the fiscal year ending December 31, 2013, our named executive officers were:

Patrick R. McDonald-President and Chief Executive Officer

Victor A. Wind-Executive Vice President and Chief Financial Officer

Cyrus D. Marter IV-Former Senior Vice President, General Counsel and Secretary

Frederick B. Dearman, II-Senior Vice President, Southern Region

Michael B. Dern-Senior Vice President, Corporate Engineering and Technology

Michael N. Kennedy-Former Executive Vice President and Chief Financial Officer

Glen J. Mizenko-Former Senior Vice President, Mid-Continent Region  
Messrs. Marter, Kennedy, and Mizenko all have resigned their positions with Forest.

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**Table of Contents***What is each element of compensation?*

Forest's 2013 compensation program, in which all employees participated, consisted of three primary components: an annual base salary, an annual incentive bonus, and grants of longer-term equity incentive awards, which were comprised of performance units, restricted stock and, in the case of Mr. McDonald, cash-settled phantom stock awards. In addition, in 2013, certain employees-including certain of the named executive officers other than the Chief Executive Officer-received special bonuses tied to the successful completion of the sale of Forest's assets in the Texas Panhandle Area. Further, all U.S. employees participate in Forest's 401(k) Plan, which includes an employer matching provision. Forest previously maintained an executive deferred compensation plan, or the Executive Plan, which also contained an employer match. The Executive Plan was terminated in December 2012, and all amounts accrued pursuant to the plan were distributed to the participants in mid-January 2014 in accordance with Regulation 409A under the Internal Revenue Code. All employees may also participate in the Forest Oil Corporation 1999 Employee Stock Purchase Plan, or the employee stock purchase plan, wherein Forest common stock may be purchased at a discount within limits established under the Internal Revenue Code. Forest's executive officers participate in other benefit plans that are provided to all employees, and the officers also are reimbursed for the costs associated with financial planning, tax-preparation, and an annual extensive physical examination. Forest does not have employment agreements with its executive officers, but it does have severance agreements with them that provide for benefits in the event of involuntary termination within two years following a change-of-control.

The amount of base salary, annual incentive bonus, and special bonus awarded to our named executive officers for 2013 is stated in the Summary Compensation table on page 86. The restricted stock awards, performance units, and phantom stock units granted to the named executive officers in 2013 are shown in the 2013 Grants of Plan-Based Awards table on page 87. Information for each of the named executive officers regarding Forest's employer contribution to the 401(k) Plan is described in the Summary Compensation Table. See "Nonqualified Deferred Compensation" for the named executive officer's individual balances in the Executive Plan at year end 2013, as well as the amount ultimately paid out to the named executive officers. The remaining limited perquisites provided to the named executive officers are described in the Summary Compensation Table and the footnotes thereto.

*Why does Forest choose to pay each element?*

The purpose of base salary is to create cash compensation for executive officers that is competitive in the industry and that will enable Forest to attract, motivate, and retain capable executives. Forest chooses to pay annual incentive bonuses to ensure focus on and reward the achievement of key objectives during the applicable calendar year, because it believes that the satisfaction of the goals of its annual incentive plan furthers the interests of Forest's shareholders. The purpose of the special cash bonus was to encourage the successful sale of the assets in the Texas Panhandle Area, in order to reduce Forest's total outstanding debt. The purpose of Forest's long-term equity incentives (*i.e.*, in 2013, performance units, restricted stock and, in the case of Mr. McDonald, cash-settled phantom stock awards) is to reward individual performance, align the executive officers' compensation with their contribution to the success of Forest in creating shareholder value, tie their long-term economic interest directly to those of Forest's shareholders, and encourage retention of the executive officers. The long-term equity incentive awards also allow executive officers to have equity ownership in Forest, in addition to their direct purchases of Forest stock under the Forest employee stock purchase plan, and to share in any appreciation in value of Forest's stock over time.

Beginning in late 2012, Forest revised its forms of equity incentive award agreements so that such awards may only vest in connection with a change-of-control on a "double trigger" basis. That is, under the new forms of agreement, accelerated vesting only occurs if the executive is involuntarily terminated after a change-of-control or if the surviving entity does not assume the award or replace it with another award that is substantially similar in all economic respects. Forest also revised its severance agreements to replace single trigger severance benefits with double trigger benefits.

Forest believes that these provisions create important retention tools for Forest, allowing employees to receive value in the event of certain terminations of employment that were beyond their control.

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Forest believes that it is important to provide the named executive officers with a sense of stability, both during the course of transactions that may create uncertainty regarding their future employment and post-termination as they seek future employment, and provide the officers with certain guarantees regarding the equity incentive compensation awards they were granted prior to a change-of-control. The protection of double trigger post-termination payments allow management to focus their attention and energy on making the best objective business decisions without allowing personal considerations to cloud the decision-making process. Executive officers at other companies in Forest's industry and the general market in which Forest competes for executive talent commonly have severance agreements and equity compensation plans that provide for double trigger post-termination payments (if not single trigger), and Forest believes that providing double trigger benefits to the named executive officers is necessary in order to remain competitive in attracting and retaining skilled professionals in our industry. This goal is further served through the severance agreements that Forest enters into with key non-officer employees and through Forest's general severance plan, which applies to all other Forest employees, and long-term equity incentive award agreements for employees, all of which now also have double trigger benefits or acceleration upon a change of control.

Forest's 401(k) Plan is designed to encourage all employees, including the participating named executive officers, to save for the future. However, because of their higher compensation levels, our named executive officers are generally prevented from receiving what would otherwise be their full employer match as a percentage of their salary under the 401(k) Plan. Forest also reimburses the named executive officers for tax-preparation and estate or financial planning expenses and the cost of an annual extensive physical examination. Such benefits are common for executive officers in our industry. They increase the competitiveness of the total compensation package, save the executive officer's time spent on the important but time-consuming activities associated with tax preparation and estate or financial planning, and aid in retaining these key individuals.

*How does Forest determine the amount (and, where applicable, the formula) for each element?*

**Base Salary.** The Compensation Committee generally reviews the base salaries of Forest's executive officers on an annual basis. The Compensation Committee reviewed and increased the base salaries of Mr. Dern and Mr. Wind in January and August 2013, respectively, in conjunction with their promotions to their current positions. In analyzing the base salaries of Forest's executive officers, the Compensation Committee reviewed and discussed 2013 oil and gas industry surveys and other third-party data gathered by Forest's Vice President, Human Resources, including salary data for Forest's peer companies (described below). At its regular meeting in August 2013 and in discussions continuing thereafter, the Compensation Committee reviewed and determined to increase the base salary of the named executive officers (other than Mr. Wind) by three percent, effective October 1. With respect to the available data, the Compensation Committee attempted to maintain the base salary of Forest's executive officers at levels competitive with comparable executive officers at Forest's peer group of companies. The three percent salary increase, however, was less than the average increase received by Forest's non-officer employees.

The Compensation Committee is responsible for advising Forest in the selection of its peer group of companies, which in 2013 was used in part for purposes of the Committee's assessment of base salaries and to establish the terms of the performance unit awards granted to officers. The Compensation Committee tried to select non-integrated oil and gas production companies that resemble Forest, to the extent possible, in terms of market capitalization, revenues, geographic focus, employee count, and operational challenges. The peer group of companies that the Compensation Committee chose to consider for executives during 2013 consisted of the following companies:

- |                         |                               |
|-------------------------|-------------------------------|
| 1. SM Energy Company    | 7. Comstock Resources, Inc.   |
| 2. EXCO Resources, Inc. | 8. Quicksilver Resources Inc. |

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- |                                |                             |
|--------------------------------|-----------------------------|
| 3. Ultra Petroleum Corporation | 9. Bill Barrett Corporation |
| 4. Cimarex Energy Co.          | 10. Rosetta Resources       |
| 5. Range Resources Corporation | 11. Swift Energy Company    |
| 6. Cabot Oil & Gas Corporation | 12. Carrizo Oil & Gas, Inc. |

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Assuming the accuracy of Forest's compensation data and industry surveys, the base salary of each of our named executive officers was between the 50<sup>th</sup> and 60<sup>th</sup> percentile of base salaries for comparable officer positions of the peer group. Following the sale of the Company's Panhandle assets the Compensation Committee has revised the peer group.

**Annual Incentive Bonus.** The annual incentive bonuses for fiscal 2013 were awarded under the terms of Forest's Annual Incentive Plan for 2013, or the 2013 AIP, which was adopted by the Compensation Committee. The 2013 AIP was filed with the SEC on May 17, 2013. In general terms, the 2013 AIP was designed to meet the following objectives:

provide an annual incentive plan framework that was performance-driven and focused on objectives considered critical to Forest's success in 2013;

offer competitive cash compensation opportunities to all employees; and

incentivize and reward outstanding achievement.

The 2013 AIP provided for annual incentive awards determined primarily on the basis of Forest's results under specified performance measures. The framework of the 2013 AIP was similar to annual incentive plans utilized by Forest in the past. Each year, the Compensation Committee establishes the performance levels for each performance measure and its appropriate weighting. These performance measures and their weighting are reviewed annually in light of changing Forest priorities and strategic objectives. The awards under the 2013 AIP were based upon the success of the business units and corporate staff of Forest in achieving the objectives established by the Compensation Committee and included in the plan. These goals, stated in terms of the specific performance measures, were derived in part from Forest's 2013 business plan. The Compensation Committee also maintains discretion to adjust awards up or down to account for corporate achievements and non-quantitative results, including individual performance, during the year that are not captured in the performance measures.

For 2013, performance measures were established for (i) production growth, (ii) reserves growth, (iii) capital budget adherence, (iv) rate of return on drilling capital, and (v) specific business unit or corporate department performance objectives. The performance measures for each executive officer were tied to that officer's business unit or corporate departments. If the officer worked in the corporate group, the performance measures were tied to Forest as a whole.

The production growth measure under the 2013 AIP was based on a targeted annual growth in net production for the entire company (consistent with Forest's 2013 business plan), on a per-diluted-share basis. Production growth per diluted share for the entire company was calculated by dividing the quotient of Forest's production during 2013 and the average number of diluted shares of Forest's common stock outstanding on the last day of each month in 2013 by the quotient of Forest's production during 2012 and the average number of diluted shares of Forest's common stock outstanding on the last day of each month in 2012. The business units were each given aggregate net production goals that, taken together, were needed to reach the consolidated production growth target.

The reserves growth measure under the 2013 AIP was similarly based on targeted annual growth in reserves for the entire company, on a per-diluted-share basis. The target took into account proved developed extensions and discoveries plus the proved undeveloped conversions drilled and completed or recompleted during the year. New proved undeveloped extensions and discoveries were excluded. The business units were each given aggregate reserves goals that, taken together, were needed to reach the consolidated reserves growth target. Reserves growth per diluted



share for the entire company was calculated by dividing the quotient of Forest's proved developed reserves at the end of 2013 and the average number of diluted shares of Forest's common stock outstanding on the last day of each month in 2013 by the quotient of Forest's proved developed reserves at the end of 2012 and the average number of diluted shares of Forest's common stock outstanding on the last day of each month in 2012. The assessment of the measure was based on Forest's published year-end

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reserve estimates, which are audited by Forest's independent reserve engineers, DeGolyer and MacNaughton. For purposes of both the reserves growth and production growth measures, equivalent volumes were calculated based on an oil/condensate-to-natural gas economic ratio of 15-to-1 and a natural gas liquids-to-natural gas economic ratio of 7.5-to-1.

The capital budget adherence objective under the 2013 AIP measured capital expenditures during the year to determine how closely they adhered to the capital budget approved by the Board. For 2013, the total approved capital budget was \$362 million, consisting of: \$317 million for drilling and completions; \$22 million for leasehold, seismic, maintenance, and plugging and abandonment costs; and \$23 million for capitalized overhead (i.e., the capitalized portion of Forest's general and administrative expenses under the full-cost method of accounting). The Compensation Committee considered results against performance on the production growth and reserves growth measures in determining whether this measure had been completed on target.

The rate of return on drilling capital measure under the 2013 AIP was based on a targeted, consolidated pre-tax rate of return on all capital projects during the year related to drilling, completion, and recompletion projects, but excluding acquisitions, land lease, seismic, maintenance, and plugging & abandonment expenditures, and capitalized G&A, equity compensation, and interest. Only wells completed and put on production during 2013 were to be included in the calculation. However, undrilled proved undeveloped reserves added as a result of drilling were not to be included in the calculation. The effect of our joint venture in the Eagle Ford Shale area was to be included in the calculated results. The commodity prices used in the rate of return computations were to be consistent with those used in Forest's 2013 business plan. In assessing the results under the measure, the Compensation Committee was to consider all revisions to proved reserves taken during the year.

The business unit and department performance objectives under the 2013 AIP were designed based on what the Chief Executive Officer determined would advance Forest's interests in a meaningful fashion during 2013 and were reasonably measurable. The objectives included, among other things, increasing oil and natural gas liquids production and reserves, reducing lease operating expense, divesting non-core assets, including international assets, implementing a 3P resource database, reducing debt, controlling and reducing general and administrative costs, and improving safety and environmental measures.

Each participant in the 2013 AIP has a target bonus expressed as a percentage of his or her base salary. Other than Mr. Wind and Mr. Dern, who were promoted during the year, the Compensation Committee determined not to change the target bonus percentage for each named executive officer from what the percentage had been in 2012. For the named executive officers, the aggregate target percentages of salary were as follows:

<b>Executive</b>	<b>Aggregate target bonus as % of salary</b>
Patrick McDonald	100.0%
Victor Wind	65.3% <sup>(1)</sup>
Cyrus Marter	60.0%
Frederick Dearman	60.0%
Michael Dern	59.1% <sup>(2)</sup>
Michael Kennedy	75.0%
Glen Mizenko	60.0%

- (1) Represents an aggregate target bonus percentage based on the period before his appointment as Chief Financial Officer in August 2013, when his target bonus was 60%, and the period after his promotion, when his target bonus was increased to 75%.
- (2) Represents an aggregate target bonus percentage based on the period before his appointment as Senior Vice President, Corporate Engineering and Technology in January 2013, when his target bonus was 45%, and the period after his promotion, when his target was increased to 60%.

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The total expected pool under the 2013 AIP is equal to the sum of the target bonuses for each of the participants in the plan. However, as described below, the final size of the pool could be lower or higher than the expected amount and is dependent on the extent to which Forest and its business units satisfied the 2013 performance measures.

With respect to each of the performance measures under the 2013 AIP other than the capital budget adherence measure and the business unit or corporate department objectives, the Compensation Committee determined a threshold, target, and outstanding (or maximum) performance level. The threshold level was the level at which any payout under the 2013 AIP begins for the applicable performance measure. If the actual performance level for a measure was below the threshold level, no payout would occur with respect to that measure. The target level was that at which 100% of the expected payout for the applicable performance measure would occur. Where applicable, the target levels for the 2013 AIP performance measures correlated with production, capital, and expense projections contained in Forest's 2013 Business Plan. The outstanding level was that at which 200% of the expected payout for the applicable performance measure would occur. The maximum total bonus pool achievable under the 2013 AIP was limited to 200% of target.

Payout under the 2013 AIP was on a sliding scale ranging from 0% to 200% of target. Actual performance that fell somewhere between the threshold and outstanding levels was rewarded in direct proportion to where it fell between those performance level benchmarks. Performance below the threshold level received no payout.

The table below contains the specific performance levels for the production growth, reserves growth, and rate of return on drilling capital performance measures.

<b>Business Unit/Department</b>	<b>Threshold</b>	<b>Target</b>	<b>Outstanding</b>
Forest (and corporate departments) <sup>(1)</sup>	Production Growth-8%	Production Growth-2%	Production Growth-12%
	Reserves Growth-8% ROR	Reserves Growth-12%	Reserves Growth-16%
	Drilling Capital-15%	ROR Drilling Capital-20% Capital Budget-\$366.9 <sup>(2)</sup>	ROR Drilling Capital-25%
Mid-Continent	Production-89.1 Bcfe	Production-99 Bcfe	Production-108.9 Bcfe
	Reserves-121.5 Bcfe	Reserves-142.9 Bcfe	Reserves-164.4 Bcfe
		Capital Budget-\$242.5 <sup>(2)</sup>	
Southern	Production-18.2 Bcfe	Production-20.2 Bcfe	Production-22.2 Bcfe
	Reserves-67.6 Bcfe	Reserves-79.6 Bcfe	Reserves-91.5 Bcfe
		Capital Budget-\$119.4 <sup>(2)</sup>	

(1) Production growth, reserves growth, and rate of return on drilling capital for Forest as a whole and for the corporate departments reflect the cumulative performance of the Mid-Continent and Southern business units.

(2) In millions.

As noted in the table above, the Compensation Committee did not set a threshold and outstanding performance level for the capital budget adherence performance measure. Instead, for this measure the Committee only determined the target performance level, achievement of which would result in a payout of 100% on this measure. Performance that exceeded the target performance level (i.e., capital expenditures less than the amount budgeted) or that came in below the target performance level (i.e., capital expenditures in excess of the amount budgeted) would be paid out at an amount greater or less than 100% of the target payout on this performance measure, as determined in the sole discretion of the Compensation Committee. With respect to the business unit and corporate department objectives, an achievement percentage ranging from zero to 200% was to be assigned to each business unit or corporate department

based on an assessment by the Chief Executive Officer, with input from relevant senior executives, of the accomplishment of its objectives.

Each participant's target bonus was to be paid if all of the 2013 performance measures reached the target level. Each performance measure represented a percentage of the total target bonus. In 2013, the weightings for

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each participant, as set by the Compensation Committee, were as follows: (i) 25% for production growth, (ii) 12.5% for reserves growth, (iii) 12.5% for capital budget adherence, (iv) 25% for rate of return on drilling capital, and (v) 25% for business unit or corporate department performance objectives. The specific payout for each performance measure was dictated by where the actual performance level for the measure falls in relation to the threshold, target, and outstanding benchmark levels. An individual's performance could be considered in the context of the extent to which his or her performance during 2013 contributed to the overall success of Forest or, if applicable, to the success of his or her business unit or corporate department. If in the opinion of the Compensation Committee and the Chief Executive Officer (with respect to executive officers other than himself), the individual makes a disproportionately positive contribution, his or her bonus would be adjusted upward; conversely, if the individual does not contribute appropriately, his or her bonus would be adjusted downward.

At its regular meeting in February 2014, and in subsequent communications among the members and with Mr. McDonald, the Compensation Committee reviewed the performance of Forest and its business units under the 2013 AIP. The Committee also considered the retention issues that Forest faces and the need to recognize the loyalty that the remaining employees demonstrated to Forest during 2013, with the uncertainty that existed as a result of the significant asset sales, and related workforce reductions. The Committee reviewed with Mr. McDonald other accomplishments of Forest during 2013, while taking into account Forest's disappointing stock price performance during the year. With respect to the four performance measures, the results under the 2013 AIP were as follows (calculated on a pro forma basis for the sale of the Texas Panhandle Assets):

<b>Business Unit/Department</b>	<b>Production Growth (% of Target)<sup>(1)</sup></b>	<b>Reserves Growth (% of Target)<sup>(1)</sup></b>	<b>Capital Budget Adherence</b>	<b>ROR Drilling Capital (% of Target)</b>	<b>Business Unit or Department Objectives (% of Target)</b>
Forest	0	0	25	20	25
All corporate departments	0	0	25	20	25
Mid-Continent	20	0	20	15	25
Southern	0	0	20	25	25

(1) The appearance of a 0 in the column means that the threshold performance level for that measure was not met. Annual incentive bonus awards for executive officers in charge of business units were calculated in accordance with the performance of their business unit which, as noted in the table above, may vary from the performance of Forest as a whole. In 2013, the calculated annual incentive bonus awards for Messrs. McDonald, Wind and Dern were based on the performance of Forest as a whole, while Mr. Dearman's award was based on the performance of the Southern Business Unit. Messrs. Kennedy, Marter and Mizenko did not receive annual incentive bonus awards because they were no longer employed by Forest at the time awards were determined and made.

The calculated payout under the 2013 AIP, based on the achievement of its performance measures, was 70% of the total target payout. The Compensation Committee approved cash bonus awards under the 2013 AIP in the aggregate amount of \$1,412,000 for all of the executive officers, as a group, including Mr. McDonald. The Compensation Committee and the full Board (excluding Mr. McDonald) reviewed the performance of the executive officers at their regular meetings in February 2013 and in subsequent communications. The Compensation Committee granted a bonus award to Mr. McDonald equal to 70% of his target award. The other named executive officers other than Mr. Wind and Mr. Dern also received payouts approximately 70% of the officers' target awards. The Compensation Committee

exercised their discretion by adjusting the 2013 AIP bonuses upward for Messrs. Wind and Dern, in recognition of the additional responsibilities undertaken by both of them during 2013 in light of the challenges arising from multiple divestitures. Mr. Wind and Mr. Dern received approximately 80% and 71% of their target awards, respectively. Individual executive officer bonus awards were reviewed and approved by the Compensation Committee. Individual executive officer bonus awards were reviewed and approved by the Compensation Committee.

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The Compensation Committee establishes the target level of performance such that achievement of the target level on any financial or operating measure represents above-average performance by management. At the time target levels are established, the outcome is intended to be substantially uncertain but achievable with a high level of performance from Forest's executives. Further, the Compensation Committee intends that achievement of the outstanding level on any financial or operating measure be very difficult. Over the past five years, Forest has achieved performance in excess of its target levels only two times, that being in 2009 and 2010. The following table shows the specific achievement percentage under AIPs, for Forest as a whole, for such years:

Year	AIP Achievement Percentage-Total Company
2009	132% of target
2010	148% of target
2011	67% of target
2012	75% of target
2013	70% of target

**Special Bonuses.** At a special meeting held in July 2013, the Board of Directors implemented a special bonus program related to the divestiture of Forest's assets in the Texas Panhandle Area, aimed specifically at incentivizing certain non-executive employees to successfully execute the divestiture and remain employed with Forest through the completion of the sale process. The incentive awards would provide cash to employees based on management's assessment of the importance of each such employee's contribution to the sale process.

At its regular meeting in November 2013, the Compensation Committee considered awards of special bonuses to certain executives who also had played key roles in the divestiture of Forest's assets in the Texas Panhandle Area. The purpose of the special bonuses was to reward those executives who had expended extraordinary efforts with respect to the divestiture in light of the significant size and the importance to Forest of this transaction in reducing Forest's long-term debt. On November 25, 2013, following the successful completion of the Texas Panhandle Area divestiture, the Compensation Committee approved the payment of cash incentive awards totaling \$1,510,767 to 51 non-executive employees pursuant to the bonus program implemented by the Board, and \$615,167 to certain executive officers, excluding Mr. McDonald. The amount of the special awards granted to our named executive officers is included in the Summary Compensation Table on page 86.

**Special Retention Grants.** There were no grants of special retention equity awards in 2013.

**Long-Term Incentive Awards.** At its regular meeting in May 2013 and through subsequent communications with Mr. McDonald, the Compensation Committee determined to make long-term equity incentive awards to our named executive officers. The 2013 equity awards considered, among other things, the executive officers' performance during 2012 and competitive long-term incentive values for comparable positions in our industry. In addition, Messrs. Dern and Wind received restricted stock and cash-settled phantom stock awards, respectively, at the time of their promotions in 2013.

As it has done the last several years, the Compensation Committee once again chose to grant restricted stock (rather than stock options) to the executive officers, the exception being the grant to Mr. McDonald. The Committee chose restricted stock for the grants because (i) the majority of Forest's competitors have shifted to restricted stock awards, or to a combination of restricted stock awards and stock option awards, and away from stock option awards only, (ii) restricted stock awards are less dilutive than stock options, and (iii) in the Committee's opinion, restricted stock provides a more effective retention incentive. Mr. McDonald did not receive a grant of restricted stock and instead, for



reasons noted below, received a grant of cash-settled phantom stock units. The restricted stock and cash-settled phantom stock units granted to Forest officers in May 2013 have a three-year cliff vesting schedule.

In addition, the Compensation Committee also granted performance unit awards to Forest officers in 2010, 2011, 2012, and in May 2013. As described below, the payout on the performance unit awards is tied to Forest's

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total shareholder return, or TSR, over a three-year period (in the case of the May 2013 awards, April 1, 2013 through March 31, 2016) relative to that of the applicable group of peer companies. Each officer's performance unit award is governed by a performance unit award agreement, the forms of which were approved by the Compensation Committee in advance, and filed with the SEC. In 2013, the award for each officer other than Mr. McDonald contains a target number of performance units, with each performance unit representing a contractual right to receive the cash value of one share of Forest common stock. Under the terms of the performance unit award agreements, at the end of the three year performance period, the recipient will earn anywhere from 200% of the value of the target shares down to zero percent of such target, depending on Forest's TSR performance relative to the peer companies. Mr. McDonald's award is identical in form to those of the other officers, except that one half of his award will be settled in cash and the other half will be settled in shares of Forest common stock.

As the name of the awards implies, the performance units are designed to reward greater performance with greater rewards; the better the company performs during the applicable performance period, as measured by relative TSR, the more shares, at higher value, the executive will receive at the end of the period. Thus, for the performance awards granted in 2010, which were payable in Forest common stock and the performance period for which ended on March 31, 2013, the executive officers received zero shares as a result of Forest's poor TSR. Likewise, assuming the performance period for each of the 2011, 2012, and 2013 performance unit grants had ended on December 31, 2013, the executives again would have received nothing.

With respect to the May 2013 grant, the mixture of equity awards to each officer (other than Mr. McDonald) consisted of 50% restricted stock and 50% performance units. Mr. McDonald's award consisted of 60% performance units (one half of which settles in stock and one half of which settles in cash) and 40% phantom stock (which may be settled only in cash). In determining the individual awards to our named executive officers, the Compensation Committee considered the competitive value of incentive grants for similar positions in our industry, the individual's performance during 2012, the magnitude of his or her responsibilities within the Forest organization, and how critical the individual's position is in terms of retention. The Compensation Committee also considered the award and share limitations under the Forest Oil Corporation 2007 Stock Incentive Plan (the "2007 Stock Plan"). The 2007 Stock Plan includes a provision that limits the maximum number of shares, including performance units (whether cash or stock settled), that may be awarded to any one person in any given year to a maximum of 1,000,000 shares and a value of \$5,000,000. The terms of the 2007 Stock Plan also require Forest to assume at the time of grant that, for purposes of the individual award cap, the maximum 200% distribution under a stock-settled performance unit award will ultimately occur. In other words, when a grant of stock-settled performance unit awards is made, the total number of potential shares that might be issued must be reserved under the 2007 Stock Plan, and therefore are not available for other grants unless and until the shares are released as a result of forfeiture or because the full award is not paid out. In addition, the number of shares available for grant under the 2007 Stock Plan at any given time is limited, and cannot be increased without shareholder approval, and in general the number of shares being given in awards has increased as the value of the stock has decreased. As a result, in order to limit the number of shares reserved for issuance as performance awards under the 2007 Stock Plan (or, stated differently, in order to ensure a higher number of shares available for grant in other awards at later dates), the Compensation Committee chose to award cash-settled performance unit awards to executive officers in 2013. Likewise, in order to ensure compliance with the individual limitations in the 2007 Stock Plan, the Compensation Committee chose to award cash-settled phantom stock units instead of restricted stock to our Chief Executive Officer in 2013.

**Alternative Disclosure Regarding Long-Term Incentive Awards.** The Summary Compensation Table, as required by applicable disclosure rules, only describes the value of all compensation as of December 31 of the applicable year, with respect to salary, AIP, bonus, and other non-equity-based compensation, and as of the grant date, with respect to equity-based compensation. But as previously noted, Forest's equity incentive awards vest over time, and thus the amount that may be realized by the executive upon vesting, or the realizable value, may be more or less depending on

Forest's relative performance. The following table shows the grant date fair value of equity-based awards granted to our former and current CEOs from 2007 through 2012, as determined

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in accordance with applicable disclosure rules, compared to the realizable value, which is the actual value on (i) the vesting date, if such date occurred prior to December 31, 2013, and (ii) December 31, 2013, if the applicable vesting date occurs after such date:

<b>CEO Equity Award Value Comparison (2007-2013)<sup>(1)</sup></b>		
<b>Applicable Year of Performance<sup>(2)</sup></b>	<b>Grant Date Fair Value</b>	<b>Realizable Value</b>
<b>Former CEO</b>		
2006	\$ 3,313,200	\$ 2,452,000 <sup>(3)</sup>
2007	\$ 5,186,000	\$ 2,420,000 <sup>(4)</sup>
2008	\$ 1,941,515	\$ 1,010,684 <sup>(5)</sup>
2009	\$ 4,219,695	\$ 528,878 <sup>(6)</sup>
2010	\$ 4,115,399	\$ 599,996 <sup>(7)</sup>
2011	\$ 2,720,846	\$ 703,174 <sup>(8)</sup>
<b>Current CEO</b>		
2012	\$ 4,136,950	\$ 1,119,100 <sup>(9)</sup>
2013	N/A	N/A <sup>(10)</sup>

- (1) Includes only the equity awards granted to our current and former Chief Executive Officers.
- (2) As noted above, long-term equity incentive awards generally are granted based on the previous year's performance.
- (3) The award applicable to the 2006 year of performance was granted in 2007 and vested on June 11, 2010, and consisted entirely of restricted stock.
- (4) The award applicable to the 2007 year of performance was granted in 2008 and vested on May 8, 2011, and consisted entirely of restricted stock.
- (5) The award applicable to the 2008 year of performance was granted in 2009 and vested on May 27, 2012, and consisted of (i) restricted stock (realizable value of \$668,000), and (ii) cash settled phantom stock (realizable value of \$342,684).
- (6) The award applicable to the 2009 year of performance was granted in 2010 and vested on June 21, 2012 (the date of the former Chief Executive Officer's termination) and consisted of (i) restricted stock (realizable value of \$528,878) and (ii) performance units (realizable value of \$0).
- (7) The award applicable to the 2010 year of performance was granted in 2011 and vested on June 21, 2012 (the date of the former Chief Executive Officer's termination) and consisted of (i) restricted stock (realizable value of \$406,290), (ii) performance units (realizable value of \$0), (iii) time-based cash award (realizable value of \$193,706), and (iv) performance-based cash award (realizable value of \$0).
- (8) The award applicable to the 2011 year of performance was granted to our former CEO in 2012 and vested on June 21, 2012 (the date of the former Chief Executive Officer's termination) and consisted of (i) restricted stock (realizable value of \$609,435), (ii) performance units (realizable value of \$0), (iii) time-based cash award (realizable value of \$93,739), and (iv) performance-based cash award (realizable value of \$0).
- (9) The award applicable to the 2012 year of performance was granted to our CEO in 2013 and consisted of (i) cash settled phantom stock units (realizable value of \$1,119,100) and performance units (realizable value of \$0). The above table does not show the awards granted to our current CEO at the time of his election in September 2012, which had a grant date fair value of \$4,650,393 and consisted of (i) a restricted stock award (realizable value on December 31, 2013 of \$667,850), (ii) an inducement performance unit award (realizable value on December 31, 2013 of \$0), and (iii) a performance unit award under the 2007 Stock Incentive Plan (realizable value on December 31, 2013 of \$0).

(10) Awards for the 2013 year of performance have not been granted.

The table and footnote (9) above indicate that Forest's equity incentive awards function as intended. Over the period covered, Forest's TSR has been poor, and as a result the ultimate payout or realizable value has been poor compared to the grant date value shown on the Summary Compensation Table.

**Retirement Plans.** Forest's 401(k) Plan is designed to encourage U.S. employees, including the named executive officers, to save for the future. This compensation program generally is not linked to Forest's

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performance and was not so linked during 2013. The 401(k) Plan provides Forest's U.S. employees with the opportunity to contribute certain eligible earnings on a pre-tax basis to an account investing in various investment options. Employees may elect to contribute up to 80% of their eligible compensation, subject to certain limitations. Forest matches employee contributions up to a designated percentage of an employee's total eligible compensation, with Forest's contributions vesting for newly-hired employees over a period of five years. During 2013, Forest contributed a total of \$122,500 to the 401(k) Plan on behalf of the named executive officers.

Until December 2012, Forest also permitted named executive officers and other executives to participate in the Executive Plan. Subject to an executive's election to participate and defer a sufficient amount of base salary into the Executive Plan, the Executive Plan allowed the participant to receive into the Executive Plan the company's 401(k) matching contribution that could not be made into the 401(k) Plan due to limits on 401(k) plans. However, Forest elected in December 2012 to terminate the Executive Plan. All amounts in the plan were paid to participants in lump sum payments on January 16, 2013, in accordance with Section 409A of the Internal Revenue Code. See *Nonqualified Deferred Compensation* for the named executive officer's individual balances in the Executive Plan at year end 2013, as well as the amount ultimately paid out to the named executive officers.

Forest does not maintain an active defined benefit retirement program for its employees.

**Other Benefits.** During 2013, the Compensation Committee did not make any changes to the other benefits or perquisites that the named executive officers receive at Forest. Those benefits include participation in plans available to all Forest employees, such as medical and dental plans, group term life and accidental death and dismemberment insurance plans, and short-term and long-term disability plans. Named executive officers also receive reimbursement of tax-preparation and estate or financial planning expenses and the cost of an annual extensive physical examination. Historically, the reimbursements have involved small dollar amounts, and the Compensation Committee believes that they are reasonable and consistent with, or less generous than, the compensation practices of Forest's competitors.

In general, the severance agreements and the benefits that would flow to the executive officers in the event of an involuntary termination are explained below under *Potential Payments Upon Termination or Change-of-Control*. In addition to the rationale provided above under *Why does Forest choose to pay each element?*, the Compensation Committee also believes that the double-trigger change-of-control severance benefits generally provided under the severance agreements provides a sufficient level of protection for the executive officer as well as a retention incentive benefiting Forest and shareholders without creating an unreasonable obstacle to potential bona fide purchasers of Forest.

In the past, all of the severance agreements with Forest's officers contained an excise tax gross-up provision for any golden parachute excise taxes within the meaning of Section 280G of the Internal Revenue Code. In conjunction with Mr. McDonald's election as Chief Executive Officer in 2012, and when the other officers' severance agreements came to the end of their term in December 2012, the Compensation Committee determined to remove the excise tax gross-up provision. The Compensation Committee terminated the officers' severance agreements and implemented new forms of severance agreements for all officers, including Mr. McDonald. The new forms do not include an excise tax gross-up provision. Instead, a best net approach was included in the new agreements. Under this approach, if any payment, distribution, or benefit, whether pursuant to the severance agreement or otherwise, is subject to the federal excise tax on excess parachute payments, the amount payable will be reduced to an amount necessary to avoid such excise tax if doing so would result in a greater net after-tax benefit to the officer. In no event will a tax gross-up be provided.

Forest keeps records regarding other expenses that it pays on behalf of its executive officers. If those expenses are not related to company business, they are paid directly by the officer or are reimbursed to Forest. Certain expenses that are

in fact related to company business represent additional compensation.

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*How does each compensation element and Forest's decisions regarding that element fit into Forest's overall compensation objectives and affect decisions regarding other elements?*

The Compensation Committee considers each element of Forest's compensation program and, when making decisions regarding specific elements, takes into account how that element fits into Forest's overall compensation objectives. The Committee also considers how that element is affected by the other elements in the program.

At its regular meetings in February 2013, May 2013, August 2013, November 2013, and February 2014, the Compensation Committee reviewed cumulative (i) compensation tally sheets, (ii) severance valuations, and (iii) valuations of outstanding equity awards for each of Forest's named executive officers. The tally sheets, severance valuations, and equity valuations were prepared by Forest's Vice President, Human Resources. The tally sheets describe each named executive officer's base salary, the prior year's annual incentive bonus, the annual value of perquisites, the historic value of all equity compensation granted to and held by the officer, the annual amount of employer matching for the 401(k) Plan, and the internal pay equity among the named executive officers. The tally sheets then state the cumulative total value of these components. The severance valuations describe the severance payment and other benefits that each named executive officer would receive in the context of a termination from Forest in conjunction with a change-of-control. The equity valuations describe the current market value of all equity incentive awards held by each of the named executive officers as well as the value derived by the officer through recent vesting of restricted stock or exercises of options.

The Compensation Committee believes that the tally sheets, severance valuations, and equity valuations allow it to keep track of the on-going value and retentive quality of prior compensation grants, which in turn allows the Committee to maintain an appropriate perspective when considering current compensation decisions.

The Compensation Committee has instructed Forest's Vice President, Human Resources, to continue to survey peer group companies and to update the tally sheets, severance valuations, and equity valuations and present the updates to the Committee on a quarterly basis. The Committee also intends to continue using these items, as well as advice from its compensation consultant, Meridian Compensation Partners LLC, or Meridian, as a means to make informed decisions regarding all of the components of Forest's compensation program.

*What is the role of Forest's compensation consultant?*

As noted above, the Compensation Committee has engaged Meridian as its independent consultant with respect to compensation matters involving Forest's executive officers. Meridian reports directly to the Compensation Committee, which has authority under its charter to retain compensation consultants at Forest's expense, although its representatives may also meet with management from time to time. All of the decisions with respect to the Company's executive compensation, however, are made by the Committee. The Committee did not direct Meridian to perform its services in any particular manner or under any particular method. The Committee evaluates the compensation consultant annually to determine its independence. The last such evaluation occurred in August 2013.

*How does Forest's prior year say-on-pay vote impact its compensation practices?*

Forest's full Board of Directors reviewed Forest's say-on-pay vote in May 2013, in which approximately 72% of the votes cast were in favor of Forest's executive compensation. The Board also reviewed the analyses provided by the larger proxy advisory services, and Board members met with or otherwise communicated with Forest's largest shareholders. The Committee determined from its review that by and large the shareholders were encouraged by the changes to the pay practices that Forest had undertaken in 2012. The Compensation Committee continues to monitor and review communications and analyses from shareholders, proxy services, and others, and will make additional



changes to Forest's compensation practices when deemed warranted.

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*How do accounting and tax treatments of each element of compensation impact Forest's decisions to provide the named executive officers with that element of compensation?*

The Compensation Committee generally makes compensation decisions for the named executive officers that are considered appropriate for the individual's position in Forest's industry, what is considered competitive for that position at peer companies and in the industry generally, his past performance and any changes in duties that the individual may experience in the near future. The resulting accounting and tax treatment to the individual or Forest from the compensation is generally a secondary consideration to the Compensation Committee's decisions regarding what is proper compensation for the individual or Forest in light of then-current circumstances. However, Forest does account for its equity compensation expenses under the rules of FASB ASC Topic 718, which requires Forest to estimate and record an expense for each award of long-term incentive compensation over the vesting period of the award. Accounting rules also require Forest to record cash compensation as an expense at the time the obligation is accrued.

Section 162(m) of the Internal Revenue Code and its underlying regulations pertain to the deductibility of compensation to certain named executive officers in excess of \$1,000,000. Forest has adopted a policy to provide performance-based compensation that is exempt from the Section 162(m) of the Internal Revenue Code limitations to the extent practicable. The 2007 Stock Plan has been approved by Forest's shareholders, and as a result, certain elements of the 2007 Stock Plan are designed to provide performance-based incentive compensation that would be fully deductible under Section 162(m) of the Internal Revenue Code. The 2010, 2011, 2012, and 2013 performance unit grants made to our named executive officers, other than a performance unit award of 145,000 units granted to Mr. McDonald upon his hiring as Chief Executive Officer pursuant to the inducement award exception under the New York Stock Exchange listing rules, are intended to be fully deductible under Section 162(m) of the Internal Revenue Code. Section 162(m) requires shareholder approval of performance measures at least once every five years. We last sought and obtained such approval in 2012.

While the deductibility of compensation is important to Forest and actions will sometimes be taken to ensure the deductibility of compensation, the Compensation Committee has also determined that some flexibility is required, notwithstanding the statutory and regulatory provisions, in negotiating and implementing incentive compensation programs. It has, therefore, retained the discretion to award some bonus payments based on non-quantitative performance measurements and other criteria that it may determine in its discretion from time to time.

## **Forest Plans and Programs Following the Combination Transaction**

### *Annual Incentive Plan*

In connection with the closing of the combination transaction, all participants in Forest's Annual Incentive Plan for 2014, including the named executive officers, will receive pro rata annual bonus payments based on performance through the closing date as determined by the Compensation Committee in its discretion. The AIP payments will be prorated based on the number of days elapsed between January 1, 2014 and the closing date.

### *Forest Oil Corporation 2007 Stock Incentive Plan*

In the event that the 2014 LTIP Proposal is approved by Forest's shareholders and the 2014 LTIP becomes effective in accordance with its terms, Forest will make no further grants under the 2007 Stock Plan following the effective date of the 2014 LTIP.

## **Summary Compensation Table**

The following table discloses the total compensation paid or earned by the named executive officers for the three years ended December 31, 2011, 2012, and 2013; provided, that only years during which an executive was a named executive officer are shown.

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As reflected in the table, in 2013, on average, the named executive officers' base salary accounted for approximately 18% of total compensation; non-equity incentive plan compensation (consisting of cash bonuses awarded under Forest's 2013 AIP for services rendered in 2013 and special retention bonuses granted to certain officers in connection with the sale of Forest's assets in the Texas panhandle area) accounted for approximately 8% of total compensation; long-term time-based equity incentive awards accounted for 34% of total compensation; long-term performance-based equity incentive awards accounted for 38% of total compensation; and the remainder was comprised of other benefits and perquisites. The footnotes to the Summary Compensation Table provide disclosure for fiscal year 2013, unless otherwise indicated.

Name and Principal Position (a)	Year (b)	Salary (\$)(c)(1)	Bonus (\$)(d)(2)	Stock Awards (\$)(e)(3)	Option Awards (\$)(f)	Change in Pension Value And Non-Equity Incentive Compensation			Total (\$)(j)
						Non-qualified Plan Compensation (\$)(g)(4)	Deferred Compensation (\$)(h)	All Other Compensation (\$)(i)(5)	
Patrick R. McDonald President and Chief Executive Officer	2013	655,000	0	4,136,950	0	470,000	0	23,985	5,285,935
	2012	197,083	0	4,650,393	0	260,000	0	149,568	5,257,044
Victor A. Wind Executive Vice President and Chief Financial Officer	2013	371,093	66,667	1,477,180	0	210,000	0	18,331	2,143,271
	2012	336,250		1,756,700	0	160,000	0	27,489	2,280,439
Cyrus D. Marter IV Senior Vice President, General Counsel and Secretary	2013	418,125	113,563	1,140,575	0	0	0	20,799	1,693,062
	2012	396,250	0	1,891,200	0	187,000	0	33,742	2,508,192
	2011	375,000	0	819,601	0	200,000	0	32,298	1,426,899
Frederick B. Dearman II Senior Vice President, Southern Region	2013	352,625	0	933,680	0	151,000	0	20,872	1,458,177
Michael J. Dern Senior Vice President, Corporate Engineering and Technology	2013	325,125	87,188	671,890	0	140,000	0	20,580	1,244,783
Michael N. Kennedy <sup>(6)</sup> Former Executive Vice President and Chief Financial Officer	2013	275,433	0	1,655,160	0	0	0	18,040	1,948,633
	2012	406,250	0	2,503,345	0	240,000	0	32,836	3,182,431
	2011	362,500	0	1,366,002	0	240,000	0	37,697	2,006,199

Glen J. Mizenko <sup>(7)</sup>	2013	364,177	110,000	933,680	0	0	0	19,484	1,427,341
Former Senior Vice President,	2012	370,833	0	1,891,200	0	180,000	0	31,212	2,473,245
Mid-Continent Region	2011	323,750	0	819,601	0	225,000	0	26,946	1,395,297

- (1) Amounts shown represent base salary paid for the fiscal year, as described under the caption Compensation Discussion and Analysis Base Salary above.
- (2) Amounts reflect a special discretionary bonus approved by the Compensation Committee on November 25, 2013, and paid to certain Forest employees who were involved with Forest's sale of its assets in the Texas Panhandle Area. Cash bonus awards paid under Forest's 2013 AIP during the first quarter of 2014 are reflected in the column Non-Equity Incentive Plan Compensation and discussed in footnote (4) below.
- (3) The applicable proxy statement disclosure rules require that Forest disclose the value of equity awards in the year that they are granted. However, as discussed above under Compensation Discussion and Analysis Alternative Disclosure Regarding Long-Term Incentive Awards, the Compensation Committee has generally granted such awards based on the executive's and Forest's performance during the prior fiscal year. Forest therefore believes that it would be more informative for readers to include the fair value of such grants with the previous year's compensation, similar to how payments under Forest's AIP are treated. Nonetheless, in accordance with the applicable disclosure rules, amounts in this column reflect the aggregate grant date fair value of stock awards and other equity compensation computed in accordance with FASB ASC Topic 718, disregarding any estimates of forfeitures relating to service-based vesting

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conditions. The grant date fair value of the restricted stock and phantom stock units was determined by averaging the high and low stock price of a share of Forest's common stock as published by the NYSE on the date of grant. The grant date fair value of the performance units was determined using a process that takes into account probability-weighted shareholder returns assuming a large number of possible stock price paths (which are modeled based on inputs such as volatility and the risk-free interest rate). See 2013 Grants of Plan-Based Awards for a more complete description of the awards granted to named executive officers during 2013.

- (4) Amounts reflect the cash bonus awards to the named executive officers under the 2013 AIP, which is discussed in further detail under the caption Compensation Discussion and Analysis Annual Incentive Bonus above. Bonus awards under the 2013 AIP were accrued and earned in 2013 and paid in the first quarter of 2014.
- (5) Amounts shown for each named executive officer in 2013 include: (i) matching contributions of \$17,500 to the 401(k) Plan for each officer; and (ii) the taxable value of group term life insurance coverage in excess of \$50,000. The amounts attributable to each such perquisite or benefit for each named executive officer during 2013 did not exceed the greater of \$25,000 or 10% of the total amount of perquisites received. The amounts in the All Other Compensation column for Mr. McDonald in 2012 also include \$148,778 paid for his service as interim Chief Executive Officer, but do not include potential amounts for personal travel paid for by Forest, which are in the process of being determined.
- (6) Mr. Kennedy resigned as an executive officer of Forest on August 23, 2013. As a result of his resignation, Mr. Kennedy's stock awards granted in 2013, 2012 and 2011 were forfeited.
- (7) Mr. Mizenko resigned as an executive officer of Forest on November 30, 2013. As a result of his resignation, Mr. Mizenko's stock awards granted in 2013, 2012 and 2011 were forfeited.

**Table of Contents****2013 Grants of Plan-Based Awards**

The following table provides information about plan-based awards, including cash payouts, restricted stock, phantom stock units, and performance units granted to each of the named executive officers during 2013.

Name (a)	Grant Date (b)	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards <sup>(1)</sup>			Estimated Future Payouts Under Equity Incentive Plan Awards <sup>(2)</sup>			All Other Awards of Stock or Units (i)	All Other Option Securities Underlying Option Awards <sup>(3)</sup> (#) (j)	Exercise Price of Option Awards (\$/Sh) (k)	Grant Date Fair Value of Stock and Option Awards (\$) (l)
		Threshold (\$)(c)	Target (\$)(d)	Maximum (\$)(e)	Threshold (#)(f)	Target (#)(g)	Maximum (#)(h)				
Patrick R. McDonald		0	670,000	1,340,000							
Performance Units	05/21/13				0	465,000	930,000		0	N/A	2,543,550
Phantom Stock Units	05/21/13				0			310,000 <sup>(5)</sup>			1,593,400
Victor A. Wind		0	261,368	522,736							
Performance Units	05/21/13				0	88,000	176,000		0	N/A	481,360
Restricted Stock	05/21/13							88,000 <sup>(6)</sup>			452,320
Phantom Stock Units	08/24/13							100,000 <sup>(5)</sup>			543,500
Cyrus D. Marter IV <sup>(7)</sup>		0	256,500	513,000							
Performance Units	05/21/13				0	107,500	215,000		0	N/A	588,025
Restricted Stock	05/21/13							107,500 <sup>(6)</sup>			552,550
Frederick B. Dearman II		0	216,300	432,600							
Performance Units	05/21/13				0	88,000	176,000		0	N/A	481,360
Restricted Stock	05/21/13							88,000 <sup>(6)</sup>			452,320
Michael J. Dern		0	197,539	395,078							
Performance Units	05/21/13				0	44,000	88,000		0	N/A	240,680
Restricted Stock	01/24/13							30,000 <sup>(6)</sup>			205,050

	05/21/13					44,000 <sup>(6)</sup>		226,160
Michael N. Kennedy <sup>(8)</sup>		0	328,125	656,250				
Performance								
Units	05/21/13				0	156,000	312,000	0 N/A 853,320
Restricted								
Stock	05/21/13					156,000 <sup>(6)</sup>		801,840
Glen J. Mizenko <sup>(9)</sup>		0	247,200	494,400				
Performance								
Units	05/21/13				0	88,000	176,000	0 N/A 481,360
Restricted								
Stock	05/21/13					88,000 <sup>(6)</sup>		452,320

- (1) Amounts represent a range of possible cash payouts under Forest's 2013 AIP. As described under Compensation Discussion and Analysis above, the Compensation Committee sets target bonus amounts at the beginning of the fiscal year under our AIP. The target amount shown in column (d) represents the amount, in dollars, that the executive would receive by achieving his target bonus. The target bonus of each executive is expressed as a percentage of his base salary. See Compensation Discussion and Analysis Annual Incentive Bonus. The amount that may be received by each executive ranges from 0%, the threshold amount reflected in column (c), to 200%, the amount reflected in column (e), of the executive's target bonus. Messrs. Marter, Kennedy, and Mizenko were not eligible to receive payouts under the AIP, as they were no longer employed by Forest at the time the payouts were determined.
- (2) The amounts represent the threshold, target and maximum payouts for performance unit awards granted to each named executive officer pursuant to the 2007 Stock Plan. The executives other than Mr. McDonald received performance unit awards that may be settled solely in cash, whereas Mr. McDonald's performance unit award is settled 50% in cash and 50% in common stock. Each of these awards was granted by the Compensation Committee. The restrictions on the performance unit awards lapse on the dates shown in the footnotes to the Outstanding Equity Awards at Fiscal Year-End table, with total payout based on relative shareholder return compared to a list of peer companies. Under the terms of the cash-settled performance unit award agreements granted to each of the named executive officers, including Mr. McDonald, under the 2007 Stock Plan, each performance unit represents a contractual right to receive, in cash, an amount equal to the fair market value of one share of common stock; provided that the number of performance units for which payment may be made under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2016. In the case of the stock-settled portion of Mr. McDonald's performance unit award, each such performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2016. The payouts for both of these types of awards will be at (x) zero if Forest's relative total shareholder return ranks 13th among a group of 13 companies including Forest and its 12 peer companies, (y) target (or 100% of the initial award) if Forest's relative total shareholder return is 7th, and (z) maximum (or 200% of the initial award) if Forest's relative total shareholder return ranks 1st among its peers. Forest's required ranking to achieve a specified level of payout is subject to change as provided in the performance unit award agreement if the number of peer companies is reduced during the performance period. For purposes of the performance unit awards, total shareholder return means the



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annualized rate of return shareholders receive through stock price changes and the assumed reinvestment of dividends paid over the applicable 36-month performance period, and is calculated using the 20-trading day average prior to the date of grant and the end of the performance period, respectively.

- (3) No stock options were awarded to the named executive officers during fiscal year 2013.
- (4) The amounts shown in this column reflect the grant date value of the awards under FASB ASC Topic 718 used by Forest for financial statement reporting purposes, disregarding estimated forfeitures. The grant date value of the restricted stock and phantom stock units was determined by averaging the high and low price of a share of Forest's common stock as published by the NYSE on the date of grant. The grant date fair value of the performance units was determined using a process that takes into account the probability-weighted shareholder returns assuming a large number of possible stock price paths (which are modeled based on inputs such as volatility and the risk-free interest rate). See 2013 Grants of Plan-Based Awards Narrative Disclosure to Summary Compensation Table and Grants of Plan-Based Awards Table .
- (5) Amounts represent phantom stock units awarded to Messrs. McDonald and Wind under the 2007 Stock Plan, which were approved by the Compensation Committee. Mr. Wind's award was granted at the time of his promotion to Executive Vice President and Chief Financial Officer in August 2013. The restrictions on these awards lapse on the date shown in the footnotes to the Outstanding Equity Awards at Fiscal Year-End table below. As reflected in the table, the restrictions generally lapse 100% on the third anniversary of the date of the award, subject to the officer's continued employment. These phantom stock units may be settled solely in cash, with the grantee receiving, in cash, the fair market value of a share of Forest common stock for each unit on which the restrictions have lapsed. Messrs. McDonald and Wind have no rights to vote or receive dividend equivalents with respect to any shares covered by the phantom stock unit awards.
- (6) Amounts represent shares of restricted stock awarded to the respective named executive officers under the 2007 Stock Plan. These awards were approved by the Compensation Committee. The restrictions on these awards lapse on the dates shown in the footnotes to the Outstanding Equity Awards at Fiscal Year-End table. As reflected in the table, the restrictions generally lapse 100% on the third anniversary of the date of the award, subject to the named executive officer's continued employment. The restricted shares are held by Forest until the restrictions lapse; however, the named executive officer may exercise voting power and participate in dividends, if any, declared on Forest's common stock.
- (7) Mr. Marter resigned as an executive officer of Forest effective January 24, 2014. He did not receive a cash payout from the 2013 AIP. All unvested awards were forfeited on January 24, 2014, the date of his termination from Forest.
- (8) Mr. Kennedy resigned as an executive officer of Forest effective August 23, 2013. He did not receive a cash payout from the 2013 AIP. All unvested awards were forfeited on August 23, 2013, the date of his termination from Forest.
- (9) Mr. Mizenko resigned as an executive officer of Forest effective November 30, 2013. He did not receive a cash payout from the 2013 AIP. All unvested awards were forfeited on November 30, 2013, the date of his termination from Forest.

***Narrative Disclosure to Summary Compensation Table and Grants of Plan-Based Awards Table***

The agreements that govern the equity awards made to our named executive officers during 2013 generally provide that the awards will remain restricted, unvested, or unearned for a period of three years from the date of grant. However, in the event of an executive's termination due to death, disability, or an involuntary termination, such awards will no longer be subject to restrictions, or will receive accelerated vesting, as applicable. The awards only vest upon a Corporate Change, with respect to the restricted stock and phantom stock awards, or a Change-of-Control, with respect to the performance units, if such change is followed by an involuntary termination, or if the surviving entity does not assume the award or replace it with awards that are substantially similar in all economic respects. With respect to the named executive officer's cash-settled performance unit awards, (a) upon a termination due to death or disability the executive will be deemed to have earned an amount of cash equal to the fair market value of a share of

common stock on the date of such termination multiplied by the number of initial performance units granted pursuant to the award multiplied by a fraction, the numerator of which is the number of months of the three-year performance period that the executive was employed and the denominator of which is 36, and (b) in the event of an involuntary termination (whether or not occurring in connection with, or following, a Change-of-Control), the executive will be entitled to receive an amount of cash equal to the product of the number of performance units earned and the fair market value on the date of executive's involuntary termination based on Forest's total shareholder return in comparison to its peer companies, assuming the date of termination or Change-of-Control, as the case may be, as the last day of the performance period. With respect to Mr. McDonald's stock-settled performance unit award, (a) upon a termination due to death or disability he will be deemed to have earned a number of shares of Forest common stock equal to the number of initial performance units granted pursuant to the award multiplied by a fraction, the numerator of which is the number of months of the three-year performance period that he was employed and the denominator of which is 36, and (b) in the event of an involuntary termination (whether or not occurring in connection with, or following, a Change-of-Control), he will be entitled to receive a number of shares of

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common stock that would have been earned based on Forest's total shareholder return in comparison to its peer companies, assuming the date of termination or Change-of-Control, as the case may be, as the last day of the performance period. In addition, in the event of a Change-of-Control the Compensation Committee may elect, in its sole discretion, to have Forest satisfy the executive's rights in respect of any stock-settled performance units, in whole or in part, by making a cash payment in lieu of shares of Forest common stock. The named executive officers have no rights to vote or receive dividend equivalents with respect to any shares covered by the performance unit awards.

For purposes of the restricted stock, phantom stock, and performance unit awards granted to named executive officers under the 2007 Stock Plan, an executive generally will be considered to have a Disability if, as a result of the executive's incapacity due to physical or mental illness, the executive has been absent from full-time performance of the executive's duties for a period of six consecutive months, and the executive has not returned to full-time employment within a thirty-day period after the executive has been given notice by Forest that his employment will be terminated due to his disability. The agreements generally define an Involuntary Termination as any termination that does not result from the executive's resignation, but does not include a termination as a result of death, disability, or a termination by Forest by reason of the executive's unsatisfactory performance or a final conviction of a misdemeanor involving moral turpitude or a felony. A Corporate Change, or Change-of-control, pursuant to the agreements is defined to include: (i) a merger, consolidation or other reorganization where Forest is not the surviving entity; (ii) a sale, lease or exchange of all or substantially all of Forest's assets; (iii) a dissolution or liquidation of Forest; (iv) a person or entity acquiring or gaining ownership or control of more than 50% of Forest's voting stock; or (v) the persons who were directors of Forest prior to a contested election of directors no longer constituting a majority of the board of directors following such an election.

Table of Contents**Outstanding Equity Awards at Fiscal Year-End**

The following table provides information on the unexercised stock options, unvested performance units settled in cash and stock, unvested restricted stock awards, and unvested phantom stock unit awards that will be settled solely in cash held by our named executive officers as of December 31, 2013. The vesting dates for each option grant and equity award are shown in the accompanying footnotes. The market value of the stock awards is based on the closing market price of Forest's common stock as of December 31, 2013, the last trading day in 2013, which was \$3.61. The market values may not reflect the value actually realized by the named executive officers.

Name (a)	Number of Securities Underlying Unexercised Options		Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)(d)	Exercise Price (\$)(e)	Option Expiration Date (f)	Number of Shares or Units of Stock That Have Not Vested (g)	Stock Awards		Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)(j)
	(b)	(c) <sup>(1)</sup>					Market Value of Shares or Units of Stock That Have Not Vested (\$)(h)	Equity Awards: Number of Shares, Units or Other Rights That Have Not Vested (#)(i)	
Patrick R. McDonald	7,600 <sup>(2)</sup>	0	N/A	24.21	05/10/17	185,000 <sup>(3)</sup>	667,850	278,000 <sup>(4)</sup>	1,003,580
	7,600 <sup>(2)</sup>	0		24.31	05/10/16	310,000 <sup>(5)</sup>	1,119,100	465,000 <sup>(6)</sup>	1,678,650
	11,293 <sup>(2)</sup>	0		16.93	05/10/15				
Victor A. Wind	11,293 <sup>(2)</sup>	0		11.56	02/26/14				
	13,552	0	N/A	17.63	04/14/15	143,000 <sup>(7)</sup>	516,230	88,000 <sup>(8)</sup>	317,680
Cyrus D. Marter IV <sup>(12)</sup>	2,568	0		13.70	01/03/15	190,000 <sup>(9)</sup>	685,900	40,000 <sup>(10)</sup>	144,400
	20,328	0	N/A	13.56	12/08/14	162,500 <sup>(12)</sup>	586,625	107,500 <sup>(12)</sup>	388,075
	11,293	0		11.09	02/25/14	108,000 <sup>(12)</sup>	389,880	40,000 <sup>(12)</sup>	144,400
Frederick B. Dearman II								22,800 <sup>(11)</sup>	82,308
	0	0	N/A			155,000 <sup>(13)</sup>	559,550	88,000 <sup>(8)</sup>	317,680

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						90,000 <sup>(14)</sup>	324,900	40,000 <sup>(10)</sup>	144,400
Michael J. Dern	16,940	0	N/A	13.56	12/08/14	113,000 <sup>(15)</sup>	407,930	44,000 <sup>(8)</sup>	158,840
	9,034	0		11.09	02/25/14	0	0	23,000 <sup>(10)</sup>	83,030
Michael N. Kennedy <sup>(16)</sup>	0	0	N/A	N/A	N/A	0	0	0	0
Glen J. Mizenko <sup>(17)</sup>	2,188	0	N/A	13.56	02/28/14	0	0	0	0

- (1) For each named executive officer, other than Mr. McDonald, unvested options vested in equal increments of 25%, commencing on the first anniversary date of the grant, and have a term of ten years.
- (2) Option awards for Mr. McDonald reflected in this table are awards that he received as a Non-Employee Director prior to his appointment as President and Chief Executive Officer on September 12, 2012. The options awards vested 100% on the date of grant and have a term of ten years. The option for 11,293 shares with an exercise price of \$11.56 expired and was cancelled effective February 26, 2014.
- (3) The forfeiture restrictions on Mr. McDonald's unvested restricted stock will lapse on September 12, 2015.
- (4) The number of units listed shows the target number of performance units outstanding. Each performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units identified in the award, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on September 11, 2015.
- (5) The forfeiture restrictions on Mr. McDonald's unvested phantom stock unit award will lapse 100% on May 21, 2016, and will be settled solely in cash.
- (6) On May 21, 2013, Mr. McDonald was awarded 232,500 stock-settled and 232,500 cash-settled performance units under the 2007 Stock Plan. The number of units listed shows the target number of performance units outstanding. Each stock-settled performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2016. Each cash-settled performance unit represents a contractual right to receive, in cash, an amount equal to the fair market value of one share of common stock; provided that the number of performance units for which payment may be made under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2016.
- (7) The forfeiture restrictions on Mr. Wind's unvested restricted stock will lapse as follows: 15,000 shares on June 10, 2014, 40,000 shares on March 12, 2015, and 88,000 shares on May 21, 2016.

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- (8) The number of units listed shows the target number of performance units outstanding. Each cash-settled performance unit represents a contractual right to receive, in cash, an amount equal to the fair market value of one share of common stock; provided that the number of performance units for which payment may be made under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2016.
- (9) The forfeiture restrictions on Mr. Wind's unvested phantom stock unit awards will lapse as follows: 20,000 units on November 12, 2014, 30,000 units on November 12, 2015, 40,000 units on November 12, 2016, and 100,000 units on August 24, 2013. All of these phantom stock units will be settled solely in cash.
- (10) The number of units listed shows the target number of performance units outstanding. Each performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on February 28, 2015.
- (11) The number of units listed shows the target number of performance units outstanding. Each performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group during the 36-month performance period ending on March 31, 2014.
- (12) Mr. Marter resigned as an executive officer of Forest on January 24, 2014. Pursuant to the terms of Mr. Marter's stock option agreements, any vested and exercisable stock options outstanding on the date of termination may be exercised for a period of three months thereafter, including 20,328 shares that remain exercisable through April 24, 2014. The option for 11,293 shares expired and was cancelled effective February 25, 2014. All unvested shares of restricted stock, cash-settled phantom stock units, and performance unit awards held by Mr. Marter were cancelled and forfeited on January 24, 2014.
- (13) The forfeiture restrictions on Mr. Dearman's unvested restricted stock will lapse as follows: 12,000 shares on June 10, 2014, 15,000 shares on August 12, 2014, 40,000 shares on March 12, 2015, and 88,000 shares on May 21, 2016.
- (14) The forfeiture restrictions on Mr. Dearman's unvested phantom stock unit award will lapse as follows: 20,000 units on November 12, 2014, 30,000 units on November 12, 2015, and 40,000 units on November 12, 2016. All of these phantom stock units will be settled solely in cash.
- (15) The forfeiture restrictions on Mr. Dern's unvested restricted stock will lapse as follows: 10,000 shares on June 10, 2014, 6,000 shares on July 16, 2014, 23,000 shares on March 12, 2015, 30,000 shares on January 24, 2016, and 44,000 shares on May 21, 2016.
- (16) Mr. Kennedy resigned as an executive officer of Forest on August 23, 2013. Pursuant to the terms of Mr. Kennedy's stock option agreement, any vested and exercisable stock options outstanding on the date of termination remained exercisable through November 23, 2013. As of November 23, 2013, all outstanding stock options were unexercised and cancelled. All unvested shares of restricted stock, cash-settled phantom stock units, and performance unit awards held by Mr. Kennedy were cancelled and forfeited on August 23, 2013.
- (17) Mr. Mizenko resigned as an executive officer of Forest on November 30, 2013. Pursuant to the terms of Mr. Mizenko's stock option agreement, any vested and exercisable stock options outstanding on the date of termination remained exercisable through February 28, 2014. The option for 2,188 shares was cancelled effective February 28, 2014. All unvested shares of restricted stock, cash-settled phantom stock units, and performance unit awards held by Mr. Mizenko were cancelled and forfeited on November 30, 2013.

**Option Exercises and Stock Vested in 2013**

The following table provides information, on an aggregate basis, about stock option exercises, and restricted stock awards and phantom stock unit awards that vested, during the fiscal year ended December 31, 2013 for each of the

named executive officers.

Name (a)	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)(b)	Value Realized on Exercise (\$)(c)	Number of Shares Acquired on Vesting (#)(d) <sup>(1)</sup>	Value Realized on Vesting (\$)(e) <sup>(2)</sup>
Patrick R. McDonald	0	0	14,006 <sup>(3)</sup>	62,397 <sup>(3)</sup>
Victor A. Wind	0	0	20,000 <sup>(4)</sup>	96,093 <sup>(4)</sup>
Cyrus D. Marter IV	0	0	27,000 <sup>(5)</sup>	131,288 <sup>(5)</sup>
Frederick B. Dearman II	0	0	20,000 <sup>(6)</sup>	99,440 <sup>(6)</sup>
Michael J. Dern	0	0	10,000 <sup>(7)</sup>	53,253 <sup>(7)</sup>
Michael N. Kennedy	0	0	22,500 <sup>(8)</sup>	119,819 <sup>(8)</sup>
Glen J. Mizenko	0	0	27,000 <sup>(9)</sup>	131,288 <sup>(9)</sup>

- (1) The number of shares reflected in this column exhibits the gross number of restricted stock awards and phantom stock unit awards that vested prior to tax withholding. The restricted stock units were settled in shares of common stock. The phantom stock units were settled in cash.

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- (2) The value realized is based upon the gross shares underlying the restricted stock awards and the phantom stock units that vested, multiplied by the mean of the high and low sales prices of Forest's common stock on the NYSE on the date preceding the date of vesting.
- (3) Forfeiture restrictions lapsed with respect to 14,006 restricted shares on May 8, 2013, \$62,397 was the value realized upon vesting. Mr. McDonald received this award while he was serving as a non-employee director, on May 8, 2012, prior to his appointment as President and Chief Executive Officer. Mr. McDonald timely filed an election pursuant to Section 83(b) under the Internal Revenue Code with respect to the full grant date value of \$150,004, and therefore no shares were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements during 2013.
- (4) Forfeiture restrictions lapsed with respect to 10,000 restricted shares on May 21, 2013, \$53,253 was the value realized upon vesting, and 3,199 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements. Forfeiture restrictions lapsed with respect to 10,000 phantom stock units on November 12, 2013, \$42,840 was the value realized upon vesting.
- (5) Forfeiture restrictions lapsed with respect to 15,000 restricted shares on May 21, 2013, \$79,880 was the value realized upon vesting, and 4,798 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements. Forfeiture restrictions lapsed with respect to 12,000 phantom stock units on November 12, 2013, \$51,408 was the value realized upon vesting. Mr. Marter resigned as an executive officer of Forest on January 24, 2014. All unvested awards were forfeited on January 24, 2014, the date of his termination from Forest.
- (6) Forfeiture restrictions lapsed with respect to 10,000 restricted shares on September 8, 2013, \$56,600 was the value realized upon vesting, and 2,735 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements. Forfeiture restrictions lapsed with respect to 10,000 phantom stock units on November 12, 2013, \$42,840 was the value realized upon vesting.
- (7) Forfeiture restrictions lapsed with respect to 10,000 restricted shares on May 21, 2013, \$53,253 was the value realized upon vesting, and 3,199 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements.
- (8) Forfeiture restrictions lapsed with respect to 22,500 restricted shares on May 21, 2013, \$119,819 was the value realized upon vesting, and 7,196 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements. Mr. Kennedy resigned as an executive officer of Forest effective August 23, 2013. All unvested awards were forfeited on August 23, 2013, the date of his termination from Forest.
- (9) Forfeiture restrictions lapsed with respect to 15,000 restricted shares on May 21, 2013, \$79,880 was the value realized upon vesting, and 4,798 shares of restricted stock were surrendered by the executive to Forest at the time of vesting to satisfy tax withholding requirements. Forfeiture restrictions lapsed with respect to 12,000 phantom stock units on November 12, 2013, \$51,408 was the value realized upon vesting. Mr. Mizenko resigned as an executive officer of Forest effective November 30, 2013. All unvested awards were forfeited on November 30, 2013, the date of his termination from Forest.

**Pension Benefits**

We have a qualified, non-contributory defined benefit pension plan, the Forest Oil Corporation Pension Trust Agreement. Benefit accruals under this plan were suspended effective as of May 31, 1991. None of the named executive officers participate in this plan.

**Nonqualified Deferred Compensation**

In addition to Forest's 401(k) Plan, which is a qualified plan within the meaning of Section 401(a) of the Internal Revenue Code, Forest maintained the Executive Deferred Compensation Plan, or the Executive Plan, which provided deferred compensation benefits for certain officers whose annual accumulations under the 401(k) Plan are limited by



certain provisions of the Internal Revenue Code. Subject to certain conditions and restrictions, a participant in the Executive Plan was permitted to defer a portion of his or her compensation with respect to which his or her elective deferrals under the 401(k) Plan were so limited. In addition, amounts deferred by a participant

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under the Executive Plan for a particular year were matched under this plan by Forest based on the matching formula used in the 401(k) Plan (which, for 2013, was a dollar-for-dollar match up to 8% of compensation). The Executive Plan also allowed for the participant to defer, per an election, all or a portion of his or her bonus compensation.

The Executive Plan was terminated by amendment in December 2012, and except as noted in the footnotes to the table below, all amounts were liquidated and disbursed to the participants on January 16, 2014, in accordance with Section 409A of the Internal Revenue Code.

The following table provides information concerning contributions to the Executive Plan by each of the named executive officers and by Forest and the aggregate earnings in the Executive Plan during 2013:

<b>Name (a)</b>	<b>Executive Contributions in Last FY (\$)(b)(1)</b>	<b>Registrant Contributions in Last FY (\$)(c)(2)</b>	<b>Aggregate Earnings in Last FY (\$)(d)</b>	<b>Aggregate Withdrawals/ Distributions (\$)(e)(3)</b>	<b>Aggregate Balance at Last FYE (\$)(f)(4)</b>
Patrick R. McDonald	N/A	N/A	N/A	N/A	N/A
Victor Wind	0	0	20,891	0	334,297
Cyrus D. Marter IV <sup>(5)</sup>	0	0	43,631	0	324,050
Frederick B. Dearman II	0	0	2	0	16,690
Michael J. Dern	N/A	N/A	N/A	N/A	N/A
Michael N. Kennedy <sup>(6)</sup>	0	0	2,567	0	526,031
Glen J. Mizenko <sup>(7)</sup>	0	0	63,953	0	1,462,472

- (1) Amount contributed to the Executive Plan by each named executive officer is included in the amount reflected in the Salary column of the Summary Compensation Table above.
- (2) Amount contributed to the Executive Plan by Forest for each named executive officer is included in the amount reflected in the All Other Compensation column of the Summary Compensation Table above.
- (3) On December 9, 2013 the Compensation Committee of the Board of Directors of Forest determined to disburse, on January 16, 2014 (the Disbursement Date), all amounts held in participant accounts in the Executive Plan that would not have been disbursed in accordance with the terms of the Executive Plan prior to the Disbursement Date. The actual amounts disbursed to the named executive officers are as follows: Mr. McDonald, N/A; Mr. Wind, \$332,451; Mr. Marter, \$319,226; Mr. Dearman, \$16,690; Mr. Dern, N/A; Mr. Kennedy, \$525,316; and Mr. Mizenko, \$1,462,472. Mr. Kennedy resigned as an executive officer on August 23, 2013, and therefore he received his disbursement on January 15, 2014, in accordance with his prior election under the Executive Plan.
- (4) Aggregate amounts reported as compensation to each named executive officer in the Summary Compensation Table for fiscal years 2006 through 2012 (or that would have been reported if the individual had been an named executive officer during such time) are as follows: Mr. McDonald, N/A; Mr. Wind, \$314,241; Mr. Marter, \$234,321; Mr. Dearman, \$16,688; Mr. Dern, N/A; Mr. Kennedy, \$503,340, and Mr. Mizenko, \$1,121,403.
- (5) Mr. Marter resigned as an executive officer of Forest on January 24, 2014.
- (6) Mr. Kennedy resigned as an executive officer of Forest effective August 23, 2013.
- (7) Mr. Mizenko resigned as an executive officer of Forest effective November 30, 2013.

**Potential Payments Upon Termination or Change-of-Control**

None of Forest's executive officers have employment agreements with Forest, and their employment may be terminated at any time at the discretion of the Board. As described below, Forest has entered into severance agreements with each of the named executive officers that provide for certain payments and other benefits if the officer's employment is terminated under certain circumstances within two years following a change-of-control. Forest's equity awards provide for vesting in connection with a change-of-control event only if the successor entity does not assume or replace the award with an award substantially similar in all economic respects, or if the

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executive is terminated involuntarily following the change-of-control. Forest's severance agreements also provide for only double-trigger severance benefits to the executive officers. The rationale for providing the benefits within the severance agreements and the equity compensation awards has been provided above in Compensation Discussion and Analysis.

*Severance Agreements with the Named Executive Officers.* Forest entered into a severance agreement with Mr. McDonald in October, 2012. Forest entered into severance agreements with each of the named executive officers, other than Mr. McDonald and Mr. Dern, effective December 18, 2012. Forest entered into a severance agreement with Mr. Dern in January 2013. Each of these severance agreements provide for certain payments and benefits if the executive is Involuntarily Terminated (as defined below) within two years following a change-of-control of Forest. See below for a summary of the term change-of-control.

Under the severance agreements, an executive will be considered Involuntarily Terminated if his employment is terminated for any reason other than cause, death, disability, or his resignation (other than a resignation within 60 days after receiving notice of a change of duties). A change of duties is generally defined under the severance agreements as a significant and adverse change in the executive's authorities or duties, a material reduction in the executive's annual base salary, a material reduction in the annual grant date value of long-term cash and equity compensation grants, or a change in the executive's principal place of employment by more than 50 miles, if such change results in an increase in the executive's commute from his principal residence. Forest's change of duties definition is commonly referred to as a Good Reason termination at many of its peer companies. Generally, as a condition to receiving any payments under a severance agreement, the executive must release Forest in writing from all claims and causes of action arising out of the executive's employment or his termination of employment, and agree not to compete with or solicit employees of Forest for a period of two years following his termination of employment. The severance agreements run in perpetuity. However, the Compensation Committee has the right to terminate or modify the severance agreements upon not less than one year's advance written notice, provided that such termination or modification shall not take effect prior to the date that is 30 months following the effective date of the agreement or, if a change-of-control occurs while the agreement is in effect, 30 months following such change-of-control. See the Potential Payments Upon Termination or Change-of-Control Potential Severance Payments and Benefits Upon Termination or Change-of-Control, for additional information.

*Change-of-Control.* Each of the named executive officers' severance agreements includes a definition of a change-of-control that is intended to comply with applicable definitions and requirements of Section 409A of the Internal Revenue Code and applicable regulations. Generally, under the agreements, a change-of-control means the occurrence of any one of the following types of events:

One person (or more than one person acting as a group) acquires stock ownership of Forest constituting more than 30% of the total fair market value or total voting power of Forest's stock;

Individuals who, as of the effective date of the agreement, constitute the board of directors, or an incumbent board, cease for any reason to constitute at least a majority of the board; provided that any individual who becomes a director subsequent to the effective date of the agreement (other than an individual whose initial assumption of office occurs as a result of an actual or threatened election contest) and whose nomination or election was approved by at least a majority then comprising the incumbent board shall be considered as a member of the incumbent board;

Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving Forest or any of its subsidiaries, a sale or other disposition of more than 60% of the total gross fair market value of Forest's assets immediately prior to such sale or other disposition, or the acquisition of assets or securities of another entity by Forest, in each case unless (i) substantially all of the individuals and entities that were the beneficial owners of Forest's common stock and voting securities beneficially own, directly or indirectly, more than 50% of the common equity securities and voting power of the resulting entity in substantially the same proportions as they did prior to the

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transaction, (ii) no individual or entity owns 30% or more of the common equity securities of the resulting entity, and (iii) a majority of the members of the board of directors of the resulting entity were members of the Board at the time of the execution of the initial agreement or of the action of the Board approving such transaction; or

Forest's shareholders approve a complete liquidation or dissolution of Forest.

*Severance Payments Following a Change-of-Control.* In the event any of the named executive officers' employment with Forest is Involuntarily Terminated as described above within 24 months after the date upon which a change-of-control occurs, the executive will receive the following severance benefits under his respective severance agreement or equity award agreement:

a cash severance payment consisting of a lump sum payment in an amount equal to 2.5 times the sum of (i) the greater of (a) his annual base salary in effect on the date of the Involuntary Termination, (b) his annual base salary at the annual rate in effect 60 days prior to the date of the Involuntary Termination, or (c) his annual base salary in effect immediately prior to the change-of-control, plus (ii) his annual bonus most recently paid; provided, that if the named executive officer was employed by Forest for only a portion of the year with respect to which such bonus was paid, then the annual bonus shall equal (A) an amount determined by annualizing the bonus received by the executive in respect of such partial year based on the ratio of the number of days the executive was employed by Forest during such year to 365 days or (B) the annual bonus earned by the executive (whether or not previously paid) in respect of the year immediately preceding the date of his Involuntary Termination, if the executive has not received a bonus in respect of such partial year by the date of his Involuntary Termination; provided, further, that if the executive has not received an annual bonus from Forest at any time prior to the date of his Involuntary Termination, then the annual bonus shall equal the amount of the executive's target annual bonus for the year in which such termination occurs. The cash severance payment shall be paid 60 days after an Involuntary Termination, unless required by Section 409A of the Internal Revenue Code to be paid at a later date;

continued coverage under Forest's medical and dental benefit plans for the executive and his spouse and his eligible dependents for a period of 24 months, in general without any cost to the executive other than income tax imposed on the named executive officer with respect to the value of such continued coverage (this coverage will be terminated if the executive becomes eligible to receive coverage from a subsequent employer during such period);

vesting of all outstanding stock options, restricted stock, and cash-settled phantom stock units to the extent described in the applicable award agreement; for awards granted prior to October 1, 2012, vesting will occur upon the change-of-control, whereas for grants on or after that date, vesting will occur in connection with a change-of-control only if the successor entity does not assume or replace the award with an award substantially similar in all material economic respects, or if the executive subsequently suffers an Involuntary Termination;

outstanding stock options will remain exercisable for a period of 12 months following the executive's last day of employment (but in no event will an option be exercisable for a longer period than the original term of the

option or a shorter period than already provided for under the terms of the option);

with respect to the performance unit awards granted prior to October 1, 2012, the executive will be entitled to receive a number of shares of common stock that would have been earned based on Forest's total shareholder return in comparison to its peer companies, assuming the date of the change-of-control as the last day of the performance period. In addition, in the event of a change-of-control the Compensation Committee may elect, in its sole discretion, to have Forest satisfy the executive's rights in respect of any performance units, in whole or in part, by making a cash payment in lieu of shares of Forest common stock;

with respect to the performance unit awards granted on or after October 1, 2012, if the successor entity does not assume or replace such awards with awards substantially similar in all material respects, the

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executive will be entitled to receive a number of shares of common stock, or an amount of cash, that would have been earned based on Forest's total shareholder return in comparison to its peer companies, assuming the date of change-of-control as the last day of the performance period. In addition, in the event of a change-of-control the Compensation Committee may elect, in its sole discretion, to have Forest satisfy the executive's rights in respect of any performance units, in whole or in part, by making a cash payment in lieu of shares of Forest common stock; and

if any payment, distribution, or benefit, whether pursuant to the severance agreement or otherwise, is subject to the federal excise tax on excess parachute payments, under the terms of the severance agreement, Forest may reduce any such payment if such reduction will result in a greater net after-tax amount to be paid to the executive.

*Delayed Severance Payments.* Section 409A of the Internal Revenue Code places restrictions on the timing of certain types of payments to the named executive officers and other officers, including the payments and benefits that may be payable under each officer's severance agreement. As a result, the severance agreements include restrictions that will delay the payment of any amount until a date that is six months after the date of the executive's termination of employment, or an earlier date to the extent such amount may be paid to the executive without being subject to additional taxes and interest under Section 409A of the Internal Revenue Code. If the payment of any amount is delayed, the amounts of any payments that are delayed will accrue interest at the prime rate announced by JPMorgan Chase Bank from the date that such payment would have been made had Section 409A of the Internal Revenue Code and the six-month payment restrictions not applied to the actual date the amount is paid to the executive.

*Severance Payments Upon Termination Not Involving a Change-of-Control.* As noted above, our executives' severance agreements provide for severance payments only if the executive is involuntarily terminated within two years of a change-of-control. However, all of our equity agreements still provide that the award will vest and be payable in accordance with the terms thereof in the event the executive suffers an Involuntary Termination.

*Payments Upon Retirement or Death or Disability.* If a named executive officer retires in accordance with Forest's normal retirement policies, or his employment is terminated as a result of death or disability, he will receive various benefits as reflected in the following table, which are generally available to all Forest employees. Forest's retirement policy states that an individual may retire when he has attained the age of 65, or, if earlier, after attaining age 55 but having also completed 15 years of service with Forest. Under the terms of Forest's forms of stock options, restricted stock agreements, and cash-settled phantom stock unit agreements, upon death, disability, or, in the case of stock options (but not restricted stock, cash-settled phantom stock units, performance units), retirement, any vesting or forfeiture provisions will lapse and the executive will be entitled to receive the underlying shares and any outstanding stock options will remain exercisable for a period of 12 months. With respect to the performance unit award agreements, upon death or disability the executive will be entitled to receive the stock or cash, as the case may be, that he would have received assuming the date of death or disability as the end of the applicable performance period and reducing the payout by the ratio of total months employed during the performance period by the full number of months in the performance period. With respect to restricted stock, cash-settled phantom stock units, and performance units, Forest may, in its discretion, accelerate the vesting or lapse of forfeiture restrictions upon the retirement of the executive. In addition, upon attaining age 65 or termination of employment due to death or disability, a participant in Forest's 401(k) Plan (including a named executive officer who is a participant) will have a 100% vested interest in his accounts under such plan. Generally, the Forest benefit and incentive plans define retirement as a voluntary resignation on or after reaching age 62 and 15 years of qualifying service, although Forest's 401(k) Plan provides that retirement means reaching age 65. None of the named executive officers are currently eligible to receive any retirement benefits.





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*Summary of Forest's Payment Obligations and Other Benefits Upon Termination of Employment.* The following table summarizes Forest's payment obligations and the continuation of benefits to the named executive officers under various termination circumstances and assumes that the termination occurred on December 31, 2013.

	Resignation for Good Reason or Termination		Termination as a Result of			Death or Disability
	Without Cause	Change-of- Control <sup>(1)</sup>	For Cause or Without Good Reason	Voluntary Resignation	Retirement	
Unpaid base salary through date of termination	x	x	x	x	x	x
Accrued but unpaid vacation	x	x	x	x	x	x
Earned but unpaid annual incentive compensation		x				
Unpaid deferred compensation	x	x	x	x	x	x
Unpaid reimbursements	x	x	x	x	x	x
Multiple of (a) base salary plus (b) amount equal to annual incentive bonus for last year		x				
Continued medical and dental benefits <sup>(2)</sup>		x			x <sup>(3)</sup>	
Full and immediate vesting under stock option agreements	x <sup>(4)</sup>	x <sup>(4)</sup>			x	x
Full and immediate vesting under restricted stock agreements	x <sup>(4)</sup>	x <sup>(4)</sup>				x
Full and immediate vesting under cash-settled phantom stock unit agreements	x <sup>(4)</sup>	x <sup>(4)</sup>				x
Vesting of earned stock-and cash-settled performance units	x <sup>(4)</sup>					x
Disability income or life insurance payments						x

(1) Includes payments and benefits that may be available under the named executive officer's severance agreement and assumes the named executive officer's employment is Involuntarily Terminated within 24 months after a change-of-control.

(2) Upon a change-of-control, the named executive officers (and their spouses and eligible dependents) will receive these benefits for 24 months.

(3) This benefit is available only to retirees who were employed by Forest prior to January 1, 2009, the date the retiree medical plan was frozen. Retiree medical benefits require retirement on or after reaching age 62 and 15 years of continuous qualifying service. None of the named executive officers are currently eligible to receive any retirement benefits.

(4)

Equity awards granted prior to October 1, 2012 vest upon a change-of-control regardless of termination. Equity awards granted since October 1, 2012, provide for vesting upon a change-of-control only if (i) the surviving entity does not assume or replace such awards with awards substantially similar in all economic respects, or (ii) an Involuntary Termination occurs within 24 months.

*Potential Severance Payments and Benefits Upon Termination or Change-of-Control.* The following table assumes that each of the named executive officers terminated employment (other than as a result of death, disability, or retirement) with Forest on December 31, 2013. On that date, the closing price of Forest's common stock was \$3.61. These amounts are in addition to any benefits generally available to all U.S. employees upon a involuntary termination without cause, such as distributions from the 401(k) Plan, the payment of accrued vacation, and, subject to the terms of restricted stock, phantom stock unit, performance unit, and option agreements, the right to exercise

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or receive vested stock options, stock awards, and cash-settled phantom or performance awards. These amounts represent our best estimates, as the actual amounts to be paid to the named executive officers can only be determined on the actual date of separation.

Name/Termination or Resignation Scenario	Long-Term Incentive Plans <sup>(2)</sup>							Other Benefits <sup>(4)</sup>	Excise Tax <sup>(5)</sup>	Total Value of Payments and Accelerated Vesting of Shares <sup>(5)</sup>
	Severance & Bonus <sup>(3)</sup>	Value of Restricted Stock	Value of Accelerated Cash-Settled Phantom Stock	Value of Accelerated Cash-Settled Performance Units	Value of Accelerated Cash-Settled Deferred Compensation Plan <sup>(3)</sup>	Executive Compensation	Other Benefits <sup>(4)</sup>			
<b>Patrick R. McDonald-President and Chief Executive Officer</b>										
Involuntary-Not Within 24 Months of a Change-of-Control	0	667,850	1,119,100	0	0	N/A	0	0	1,786,950	
Involuntary-Within 24 Months After a Change-of-Control	2,325,000	667,850	1,119,100	0	0	N/A	103,596	0	4,215,546	
Voluntary resignation <sup>(6)</sup>	0	0	0	0	0	N/A	0	0	0	
Termination For Cause <sup>(6)</sup>	0	0	0	0	0	N/A	0	0	0	
<b>Victor A. Wind-Executive Vice President and Chief Financial Officer</b>										
Involuntary-Not Within 24 Months of a Change-of-Control	0	516,230	361,000	0	0	334,297	0	0	1,211,527	
Involuntary-Within 24 Months After a Change-of-Control	1,400,000	516,230	361,000	0	0	334,297	103,596	0	2,715,123	
Voluntary resignation <sup>(6)</sup>	0	0	0	0	0	334,297	0	0	334,297	
Termination For Cause <sup>(6)</sup>	0	0	0	0	0	334,297	0	0	334,297	
<b>Cyrus D. Marter IV-Senior Vice President, General Counsel and Secretary<sup>(7)</sup></b>										
Involuntary-Not Within 24 Months of a Change-of-Control	0	586,625	389,880	0	0	324,050	0	0	1,300,555	
Involuntary-Within 24 Months After a Change-of-Control	1,536,250	586,625	389,880	0	0	324,050	103,596	0	2,940,401	
Voluntary resignation <sup>(6)</sup>	0	0	0	0	0	324,050	0	0	324,050	
Termination For Cause <sup>(6)</sup>	0	0	0	0	0	324,050	0	0	324,050	
<b>Frederick B. Dearman II-Senior Vice President, Southern Region</b>										
Involuntary-Not Within 24 Months of a Change-of-Control	0	559,550	324,900	0	0	2	0	0	884,452	
Involuntary-Within 24 Months After a Change-of-Control	1,296,250	559,550	324,900	0	0	2	103,596	0	2,284,298	
Voluntary resignation <sup>(6)</sup>	0	0	0	0	0	2	0	0	2	
Termination For Cause <sup>(6)</sup>	0	0	0	0	0	2	0	0	2	
<b>Michael J. Dern-Senior Vice President, Corporate Engineering and Technology</b>										

Involuntary-Not Within 24 Months of a Change-of-Control	0	407,930	0	0	0	N/A	0	0	407,930
Involuntary-Within 24 Months After a Change-of-Control	1,081,250	407,930	0	0	0	N/A	71,777	0	1,560,357
Voluntary resignation <sup>(6)</sup>	0	0	0	0	0	N/A	0	0	0
Termination For Cause <sup>(6)</sup>	0	0	0	0	0	N/A	0	0	0
<b>Michael N. Kennedy-Former President and Chief Financial Officer<sup>(8)</sup></b>									
Involuntary-Not Within 24 Months of a Change-of-Control	0	0	0	0	0	0	0	0	0
Involuntary-Within 24 Months After a Change-of-Control	0	0	0	0	0	0	0	0	0
Voluntary resignation	0	0	0	0	0	0	0	0	0
Termination For Cause	0	0	0	0	0	0	0	0	0
<b>Glen J. Mizenko-Former Senior President, Mid-Continent<sup>(9)</sup></b>									
Involuntary-Not Within 24 Months of a Change-of-Control	0	0	0	0	0	0	0	0	0
Involuntary-Within 24 Months After a Change-of-Control	0	0	0	0	0	0	0	0	0
Voluntary resignation	0	0	0	0	0	0	0	0	0
Termination For Cause	0	0	0	0	0	0	0	0	0

(1) Reflects the cash benefits payable in the event of a termination under the executive's severance agreement. The amount includes the executive's annual base salary and, in the event of termination within 24 Months of a change-of-control, annual bonus. Bonus amounts are based on AIP bonuses paid to the named executive officers during 2013.

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- (2) Reflects the accelerated value of unvested shares of restricted stock, cash-settled phantom stock units, and performance units awarded under the terms of Forest's stock incentive plans and assumes successor entity does not assume or replace awards in connection with a change-of-control. The performance unit amounts represent a number of units vested equal to 0% of the initial performance units awarded, based on Forest's total shareholder return ranking among its peers as of December 31, 2013. Each named executive officer's stock options are fully vested and, upon termination, he would have the right to exercise all vested, unexercised stock options. The amounts shown in the table are based on the closing price of a share of Forest common stock on December 31, 2013, or \$3.61. In the event of an Involuntary Termination upon a Change-of-Control, the named executive officers will have a period of 12 months to exercise their stock options instead of the three months generally available to employees. See Outstanding Equity Awards at Fiscal Year-End, for details regarding the securities held by the named executive officers at December 31, 2013. See footnote (6) below for an explanation of the amounts in the column titled Value of Cash-Based Awards.
- (3) Reflects the amount payable to the named executive officers, other than Messrs. McDonald and Dern, under the Executive Plan as of December 31, 2013. Messrs. McDonald and Dern did not participate in the Executive Plan.
- (4) Reflects the cost of continued medical and dental coverage for the executive, his spouse, and any dependents at least equal to the cost of such coverage had the executive not been terminated. With respect to each named executive officer, the amount assumes this insurance coverage for 24 months after an involuntary termination following a change-of-control.
- (5) The amounts assume that the timing of any payment or benefit is not delayed. If Forest delays making any payment or providing any benefit as a result of a determination that a delay in any such payment or benefit is required pursuant to Section 409A of the Internal Revenue Code, then Forest will pay interest on any delayed payment from the date the payment should have been made until the time the payment is actually made. Interest, if any, due with respect to any such required delay in the receipt of the named executive officer's cash severance payment shall be calculated at the prime or base rate of interest announced by JPMorgan Chase Bank or its successor. Any payment amount not made when due shall accrue interest at the rate of 10 percent plus the prime rate announced by JPMorgan Chase Bank.
- (6) Upon a voluntary resignation (other than under circumstances pursuant to which a named executive officer's employment would be considered Involuntarily Terminated as described under *Severance Agreements with the Named Executive Officers* above) or termination for cause, the named executive officer would not receive any additional payments, except: (i) amounts generally payable to any terminating employee, including accrued vacation, their vested 401(k) Plan balance, the delivery of any vested shares awarded under the stock incentive plan, and vested, unexercised options, which may be exercised for a period of three months following termination; and (ii) amounts held for their benefit under the Executive Plan.
- (7) Mr. Marter resigned as an executive officer effective January 24, 2014.
- (8) Mr. Kennedy resigned as an executive officer effective August 23, 2013.
- (9) Mr. Mizenko resigned as an executive officer effective November 30, 2013.

**Compensation Practices and Risk**

Forest does not believe that its policies and practices of compensating its employees give rise to risks that are reasonably likely to have a material adverse effect on Forest. In making this determination, Forest considered the following:

The Board has adopted a clawback policy, and has established stock ownership guidelines for the directors and executive officers;

With regard to the compensation of Forest's executive officers, although the Company's compensation program is weighted toward pay-for-performance, Forest believes the following aspects mitigate against the taking of excessive risk:

The annual long-term equity incentive component of the program, which is the largest component of each executive officer's overall compensation package, is divided into different types of awards, but all are weighted toward long-term achievement, generally with three year cliff vesting based on the value of Forest's stock, whether absolute or in comparison to our peers, as opposed to short-term or financial statement metrics; and

Each executive officer's annual AIP bonus is based on a number of goals set for Forest as a whole or for the individual business units, which are ultimately a subjective judgment made by the Compensation Committee, which can consider risks facing Forest and market conditions at the time of the decision.

### **Director Compensation**

Forest uses a combination of cash and equity awards to attract and retain qualified candidates to serve on the Board. During 2013, each non-employee director received an annual cash retainer of \$60,000, prorated for the portion of the year he was engaged as a director. Each non-employee member of the Board who serves on the standing committees of the Board also receives a cash retainer for such services. The Audit Committee members receive an annual cash retainer of \$15,000, and the Chairman of the Audit Committee receives \$30,000. Members of the other standing committees of the Board receive an annual cash retainer in the amount of \$5,000,

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and the Chairmen of the other committees receive an amount equal to \$10,000; however, members of the Executive Committee who are not Denver-area residents are paid a retainer of \$15,000 instead of the other fees that would apply.

In addition, during 2013, each non-employee director received a restricted stock award of 33,671 shares under the 2007 Stock Plan. Each such award was granted on the date of the annual meeting, May 7, 2013, and reflected the number of shares of common stock (rounded to the nearest whole number) obtained by dividing \$150,000 by the fair market value of a share of common stock on the date of the award. The shares included in the directors' restricted stock awards are subject to forfeiture restrictions that will lapse on the first anniversary of the date of the award. All non-employee directors are reimbursed by Forest for all costs incurred by them in their capacities as directors, including the costs of attending Board meetings and committee meetings.

The following table provides information concerning compensation paid to non-employee directors for the year ended December 31, 2013. The non-employee directors do not participate in any non-equity incentive, retirement, pension, or nonqualified deferred compensation plans.

Name (a)	Fees Earned or Paid in Cash \$(b)	Stock Awards \$(c) <sup>(1)</sup>	Option Awards \$(d)	Non-Equity Incentive Plan Compensation \$(e)	Nonqualified Deferred Compensation Earnings (f)	All Other Compensation \$(g)	Total \$(h)	Change in Pension Value and
Loren K. Carroll <sup>(2)</sup>	75,000	150,004	0	N/A	N/A	0	225,004	
Richard J. Carty <sup>(3)</sup>	75,000	150,004	0	N/A	N/A	0	225,004	
Dod A. Fraser <sup>(4)</sup>	95,000	150,004	0	N/A	N/A	0	245,004	
James H. Lee <sup>(5)</sup>	95,000	150,004	0	N/A	N/A	0	245,004	
James D. Lightner <sup>(6)</sup>	75,000	150,004	0	N/A	N/A	0	225,004	
Raymond I. Wilcox <sup>(7)</sup>	75,000	150,004	0	N/A	N/A	0	225,004	

(1) Amounts reflect the aggregate grant date fair value of stock awards computed in accordance with FASB ASC Topic 718, disregarding any estimates of forfeitures relating to service-based vesting conditions.

(2) As of December 31, 2013, Mr. Carroll had 33,671 shares of restricted stock subject to forfeiture restrictions and 15,200 options outstanding.

(3) As of December 31, 2013, Mr. Carty had 33,671 shares of restricted stock subject to forfeiture restrictions and no options outstanding.

(4) As of December 31, 2013, Mr. Fraser had 33,671 shares of restricted stock subject to forfeiture restrictions and 37,786 options outstanding. On May 8, 2013, 11,293 option shares expired and cancelled.

(5) As of December 31, 2013, Mr. Lee had 33,671 shares of restricted stock subject to forfeiture restrictions and 37,786 options outstanding. On May 8, 2013, 11,293 option shares expired and cancelled.

(6) As of December 31, 2013, Mr. Lightner had 33,671 shares of restricted stock subject to forfeiture restrictions and 26,493 options outstanding.

(7)



As of December 31, 2013, Mr. Wilcox had 33,671 shares of restricted stock subject to forfeiture restrictions and no options outstanding.

Attracting and retaining qualified non-employee directors is critical to the future value growth and governance of Forest. Sabine's board of directors engaged Pearl Meyer & Partners, LLC ( Pearl Meyer ) to develop a new director compensation program for Forest's board of directors that will be appropriate for the combined company and is expected to be implemented following the closing of the combination transaction. In accordance with the data and recommendations from Pearl Meyer, Sabine intends that, following the closing of the combination transaction, each non-employee director will generally be entitled to receive an annual cash retainer of approximately \$70,000 plus an annual equity grant with a fair market value of approximately \$140,000 at the time of grant. In addition, directors who are placed in leadership roles will be entitled to supplemental compensation in connection with their additional duties. Sabine expects that the lead director will

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be entitled to receive approximately an additional \$20,000 payment annually, while the audit committee chair will be entitled to receive approximately an additional \$15,000 payment annually, and chairs of any other standing committees of the board will each be entitled to receive approximately an additional \$10,000 payment annually. Directors who are also employees of Forest will receive no additional compensation for their service on the Forest board of directors.

**Compensation Committee Interlocks and Insider Participation**

During 2013, the Compensation Committee consisted of the following independent directors: Loren K. Carroll, James H. Lee, and Raymond I. Wilcox. No member of the Compensation Committee is now, or at any time since the beginning of 2013 has been, employed by or served as an officer of Forest or any of its subsidiaries or had any relationships requiring disclosure with Forest or any of its subsidiaries. None of Forest's executive officers are now, or have been at any time since the beginning of 2013, a member of the compensation committee or board of directors of another entity, one of whose executive officers has been a member of Forest's board or the Compensation Committee.

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**MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES**

The following general discussion describes the material U.S. federal income tax consequences of the combination transaction to holders of Forest common shares. This discussion is based on current provisions of the Internal Revenue Code, the Treasury regulations promulgated thereunder, judicial interpretations thereof and administrative rulings and published positions of the IRS, all as in effect as of the date hereof and all of which are subject to change or different interpretations, possibly with retroactive effect, and any such change could affect the accuracy of the statements and conclusions set forth herein.

This discussion is limited to holders of Forest common shares that hold their Forest common shares as capital assets within the meaning of Section 1221 of the Internal Revenue Code (generally, property held for investment). Further, this discussion is for general information only and does not purport to address all aspects of U.S. federal income taxation that may be relevant to particular holders in light of their personal circumstances and does not apply to holders subject to special rules under the U.S. federal income tax laws (including, for example, holders having a functional currency other than the U.S. dollar, persons subject to special rules applicable to former citizens and residents of the United States, banks or other financial institutions, mutual funds, persons subject to the alternative minimum tax, grantor trusts, real estate investment trusts, S corporations or other pass-through entities or arrangements (or investors in S corporations or other pass-through entities or arrangements), insurance companies, tax-exempt organizations, dealers in securities or currencies, traders in securities who elect to apply a mark-to-market method of accounting, persons holding Forest common shares in connection with a hedging transaction, straddle, conversion transaction or other integrated transaction, or holders who acquired their Forest common shares through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan). This discussion does not address any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010, and any state, local or foreign tax consequences, nor does it address any U.S. federal tax considerations other than those pertaining to the income tax. Holders should consult their own tax advisors as to the particular tax consequences to them of the combination transaction, including the applicability of any U.S. federal income and other tax laws, any state, local or foreign tax laws or any treaty, and any changes (or proposed changes) in tax laws or interpretations thereof.

The Forest common shares outstanding immediately prior to the effective time of the combination transaction will remain outstanding and will not be otherwise affected for U.S. federal income tax purposes by the combination transaction. Accordingly, the combination transaction will not result in any U.S. federal income tax consequences to holders of Forest common shares.

**HOLDERS OF FOREST COMMON SHARES SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE COMBINATION TRANSACTION, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE AND LOCAL TAX LAWS.**

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**Table of Contents****UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED FINANCIAL STATEMENTS****Introduction**

The following unaudited pro forma condensed consolidated combined financial statements present the combination transaction of the historical consolidated financial statements of Sabine and Forest adjusted to give effect to the combination transaction as well as certain dispositions of assets by each of Sabine and Forest during the periods presented. The unaudited pro forma condensed consolidated combined statements of operations for the six months ended June 30, 2014 and for the year ended December 31, 2013 combine the historical consolidated statements of operations of Sabine and the historical consolidated statements of operations of Forest, giving effect to the applicable dispositions and the combination transaction as if they had been consummated on January 1, 2013, the beginning of the earliest period presented. The unaudited pro forma condensed consolidated combined balance sheet combines the historical consolidated balance sheet of Sabine and the historical condensed consolidated balance sheet of Forest as of June 30, 2014, giving effect to the combination transaction as if it had been consummated on June 30, 2014. The historical consolidated financial statements of Forest have been adjusted to reflect certain reclassifications in order to conform to Sabine's consolidated financial statement presentation.

The merger agreement provides that Forest and Sabine will combine their businesses under Forest. Sabine Investor Holdings and AIV Holdings will contribute all of the equity interests of Sabine to Forest, with Sabine becoming a wholly owned subsidiary of Forest. In exchange for the contribution, (i) Sabine Investor Holdings and AIV Holdings will receive 123,837,490 and 39,874,020 shares of Forest common stock, respectively and (ii) Sabine Investor Holdings and AIV Holdings will receive 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock, respectively. Upon consummation of the combination transaction, current Forest common shareholders will continue to hold their shares of Forest common stock, which shares will represent (based on the number of Forest common shares outstanding as of May 5, 2014) approximately 42% of the issued and outstanding Forest common shares, approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold approximately 58% of the issued and outstanding Forest common shares and 100% of the issued and outstanding Forest convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest. If the 2014 LTIP Proposal is approved, it is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, which will dilute the ownership percentages in Forest common shares listed above as well as the voting power of current Forest common shareholders, but will not affect the collective voting power of Sabine Investor Holdings and AIV Holdings, which will remain at 80%. As part of the contribution, FR NFR Holdings, Inc. and FR NFR PI, Inc., which are wholly owned subsidiaries of AIV Holdings and are parent entities of Sabine Holdings, will be contributed by AIV Holdings to Forest. After the contribution, FR NFR Holdings, Inc. and FR NFR PI, Inc. will merge with and into Forest, with Forest surviving. After the contribution, Sabine Holdings, SOGH II and Sabine, will merge with and into Forest, with Forest surviving. Please see Proposal No. 1 The Share Issuance General for additional information regarding the transactions contemplated by the merger agreement.

The unaudited pro forma condensed consolidated combined financial statements were prepared using the acquisition method of accounting with Sabine considered the predecessor or acquirer of Forest. Under the acquisition method of accounting, the purchase price is allocated to the underlying Forest assets acquired and liabilities assumed based on their respective fair market values.

Management performed a preliminary estimation of fair values of Forest's assets and liabilities as of June 30, 2014. The preliminary estimated fair value of Forest's assets and liabilities approximates the preliminary estimated purchase

price. As of the date of this document, Sabine has not completed the detailed valuation studies necessary to arrive at the required estimates of the fair value of the Forest assets to be acquired and the liabilities to be assumed and the related allocations of purchase price. A final determination of the fair

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value of Forest's assets and liabilities will be based on the actual net assets and liabilities of Forest that exist as of the closing date of the combination transaction and, therefore, cannot be made prior to the completion of the combination transaction. In addition, the value of the consideration given by Sabine Investor Holdings and AIV Holdings upon the consummation of the combination will be determined based on the closing price of Forest's common shares on the closing date of the combination transaction. As a result of the foregoing, the pro forma adjustments (as defined below) are preliminary and are subject to change as additional information becomes available and as additional analyses are performed. The preliminary pro forma adjustments have been made solely for the purpose of providing the unaudited pro forma condensed consolidated combined financial statements presented below. Sabine estimated the fair value of Forest's assets and liabilities based on discussions with Forest's management, preliminary valuation studies, due diligence, and information presented in Forest's public filings. Upon completion of the combination transaction, final valuations will be performed. Any increases or decreases in the fair value of relevant balance sheet amounts upon completion of the final valuations will result in adjustments to the pro forma balance sheet and/or statements of operations. The final purchase price allocation may be different than that reflected in the pro forma purchase price allocation presented herein, and this difference may be material.

Assumptions and estimates underlying the unaudited adjustments to the pro forma condensed consolidated combined financial statements (the pro forma adjustments) are described in the accompanying notes. The historical consolidated financial statements have been adjusted in the pro forma condensed consolidated combined financial statements to give effect to pro forma events that are: (1) directly attributable to the combination transaction; (2) factually supportable; and (3) with respect to the pro forma statements of operations, expected to have a continuing impact on the combined results of Sabine and Forest following the combination transaction. The unaudited pro forma condensed consolidated combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the combination transaction occurred on the dates indicated. Further, the unaudited pro forma condensed consolidated combined financial statements do not purport to project the future operating results or financial position of the combined company following the combination transaction.

The unaudited pro forma condensed consolidated combined financial statements, although helpful in illustrating the financial characteristics of the combined company under one set of assumptions, do not reflect the benefits of expected cost savings (or associated costs to achieve such savings), opportunities to earn additional revenue, or other factors that may result as a consequence of the combination transaction and, accordingly, do not attempt to predict or suggest future results. Specifically, the unaudited pro forma condensed consolidated combined statements of operations exclude projected operating efficiencies and synergies expected to be achieved as a result of the combination transaction. The unaudited pro forma condensed consolidated combined financial statements also exclude the effects of costs associated with any restructuring or integration activities or asset dispositions resulting from the combination transaction, as they are currently not known, and to the extent they occur, are expected to be non-recurring and will not have been incurred at the closing date of the combination transaction. However, such costs could affect the combined company following the combination transaction in the period the costs are incurred or recorded. Further, the unaudited pro forma condensed consolidated combined financial statements do not reflect the effect of any regulatory actions that may affect the results of the combined company following the combination transaction.

The unaudited pro forma condensed consolidated combined financial statements have been developed from and should be read in conjunction with:

the accompanying notes to the unaudited pro forma condensed consolidated combined financial statements;

the historical audited consolidated financial statements of Sabine as of and for the year ended December 31, 2013, disclosed in Annex A to this proxy statement/prospectus;

the historical unaudited consolidated financial statements of Sabine as of and for the six months ended June 30, 2014, disclosed in Annex A to this proxy statement/prospectus;

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the historical audited consolidated financial statements of Forest as of and for the year ended December 31, 2013, disclosed in Annex B to this proxy statement/prospectus;

the historical unaudited condensed consolidated financial statements of Forest as of and for the six months ended June 30, 2014, disclosed in Annex B to this proxy statement/prospectus; and

other information relating to Sabine and Forest contained in this proxy statement/prospectus.



**Table of Contents****FOREST UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED STATEMENT OF OPERATIONS****(In Thousands, Except Per Share Amounts)****Six Months Ended June 30, 2014**

	<b>Sabine Predecessor Historical</b>	<b>Sabine Divestiture Adjustments(a)</b>	<b>Forest Historical</b>	<b>Forest Divestiture Adjustments(b)</b>	<b>Pro Forma Adjustments</b>	<b>Pro Forma As Adjusted</b>
<b>Revenues:</b>						
Oil, natural gas, and natural gas liquids	\$ 233,276	\$	\$ 124,563	\$	\$	\$ 357,839
Other	859		1,066			1,925
<b>Total revenues</b>	<b>234,135</b>		<b>125,629</b>			<b>359,764</b>
<b>Costs, expenses, and other:</b>						
Lease operating expenses	22,748		28,805			51,553
Marketing, gathering, transportation and other	10,547		4,894			15,441
Production and ad valorem taxes	10,441		5,965			16,406
General and administrative expenses	14,024		16,500	(1,357)		29,167
Depletion, depreciation, and amortization	90,208		41,718			131,926
Impairment	1,659		77,176			78,835
Interest expense	52,658		31,749			84,407
Realized and unrealized losses on derivatives instruments, net	39,041		24,492			63,533
Other, net	4,374		(654)	18,172	(3,267)	18,625
<b>Total costs, expenses, and other</b>	<b>245,700</b>		<b>230,645</b>	<b>16,815</b>	<b>(3,267)</b>	<b>489,893</b>
Loss before income taxes	(11,565)		(105,016)	(16,815)	(3,267)	(130,129)
Income tax (benefit) expense			(1,292)	(6,077)	1,508(d)	216
				6,077(b)		
<b>Net income / (loss)</b>	<b>\$ (11,565)</b>	<b>\$</b>	<b>\$ (103,724)</b>	<b>\$ (16,815)</b>	<b>\$ 1,759</b>	<b>\$ (130,345)</b>
Basic loss per common share	\$	\$	\$ (0.89)	\$ (0.14)	\$	\$ (0.46)(i)
Diluted loss per common share	\$	\$	\$ (0.89)	\$ (0.14)	\$	\$ (0.46)(i)

Weighted Average Shares  
Outstanding:

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Basic	116,979	116,979	281,056(i)
Diluted	116,979	116,979	281,056(i)

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**FOREST UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED STATEMENT OF  
OPERATIONS**

(In Thousands, Except Share Amounts)

	Year Ended December 31, 2013					
	Sabine Predecessor Historical	Sabine Divestiture Adjustments(a)	Forest Historical	Forest Divestiture Adjustments(b)	Pro Forma Adjustments	Pro Forma As Adjusted
<b>Revenues:</b>						
Oil, natural gas, and natural gas liquids	\$ 354,223	\$ (52,083)	\$ 441,341	\$ (197,267)	\$	\$ 546,214
Other	755		331			1,086
<b>Total revenues</b>	<b>354,978</b>	<b>(52,083)</b>	<b>441,672</b>	<b>(197,267)</b>		<b>547,300</b>
<b>Costs, expenses, and other:</b>						
Lease operating expenses	42,491	(4,081)	76,675	(29,626)		85,459
Marketing, gathering, transportation, and other	17,567	(2,132)	11,895	(454)		26,876
Production and ad valorem taxes	17,824	(4,108)	14,857	(4,237)		24,336
General and administrative expenses	27,469		54,826	(18,498)		63,797
Depletion, depreciation, and amortization	137,068	(17,009)	171,557	(75,542)		216,074
Ceiling test write-down of oil and natural gas properties			57,636			57,636
Interest expense	99,471	(4,162)	119,829	(53,684)		161,454
Realized and unrealized (gains) losses on derivatives instruments, net	(814)		3,786			2,972
Other, net	3,325	(124)	(142,606)	142,974		3,569
<b>Total costs, expenses, and other</b>	<b>344,401</b>	<b>(31,616)</b>	<b>368,455</b>	<b>(39,067)</b>		<b>642,173</b>
Income (loss) before income taxes	10,577	(20,467)	73,217	(158,200)		(94,873)
Income tax (benefit) expense			(707)	(57,173)	3,267(d)	2,560
				57,173 (b)		
<b>Net income / (loss)</b>	<b>\$ 10,577</b>	<b>\$ (20,467)</b>	<b>\$ 73,924</b>	<b>\$ (158,200)</b>	<b>\$ (3,267)</b>	<b>\$ (97,433)</b>
Basic earnings per common share	\$	\$	\$ 0.62	\$ (1.35)	\$	\$ (0.35)(i)

Diluted earnings per common share	\$	\$	\$	<b>0.62</b>	\$	<b>(1.35)</b>	\$	\$	<b>(0.35)(i)</b>
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Weighted Average Shares

Outstanding:

Basic			116,125	116,125					280,514(i)
Diluted			116,125	116,125					280,514(i)

**Table of Contents****FOREST UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED BALANCE SHEET****(In Thousands)**

	As of June 30, 2014			Pro Forma As Adjusted
	Sabine Predecessor Historical	Forest Historical	Pro Forma Adjustments(c)	
<b>Assets:</b>				
<b>Current assets:</b>				
Cash and cash equivalents	\$ 11,403	\$ 14,582	\$	\$ 25,985
Account receivable, net	84,593	25,981		110,574
Prepaid expenses and other current assets	2,136	8,894		11,030
Deferred income taxes				
Derivative instruments	2,019	395		2,414
<b>Total current assets</b>	<b>100,151</b>	<b>49,852</b>		<b>150,003</b>
<b>Property, plant, and equipment:</b>				
Oil and natural gas properties (full cost method)				
Proved, net of accumulated depletion of \$2,137,994 and \$8,575,255	1,458,059	737,260	(128,421)(e)	2,066,898
Unproved	175,162	49,146	439,805(e)	664,113
Net oil and natural gas properties	1,633,221	786,406	311,384	2,731,011
Other property and equipment, net of accumulated depreciation and amortization of \$11,400 and \$45,265	17,119	9,376	(736)(e)	25,759
<b>Total property, plant, and equipment</b>	<b>1,650,340</b>	<b>795,782</b>	<b>310,648</b>	<b>2,756,770</b>
<b>Other assets:</b>				
Derivative instruments		363		363
Deferred income taxes		444	(444)(f)	
Goodwill	173,547	134,434	(134,434)(e)	173,547
Other long term assets	21,416	15,950	(9,244)(e)	28,122
<b>Total other assets</b>	<b>194,963</b>	<b>151,191</b>	<b>(144,122)</b>	<b>202,032</b>
<b>Total assets</b>	<b>\$ 1,945,454</b>	<b>\$ 996,825</b>	<b>\$ 166,526</b>	<b>\$ 3,108,805</b>

**Liabilities and member s  
capital/shareholders equity:****Current liabilities:**

Accounts payable and accrued liabilities	\$ 210,836	\$ 129,744	\$ 30,846(g)	\$ 371,426
Accrued interest	23,729	6,653		30,382
Derivative instruments	26,824	13,503		40,327
Deferred income taxes		444	(282)(f)	162
Other short-term obligations	60	4,864	(390)(e)	4,534
<b>Total current Liabilities</b>	<b>261,449</b>	<b>155,208</b>	<b>30,174</b>	<b>446,831</b>

**Long-term liabilities:**

Long-term debt	1,469,448	800,163	(6,548)(e)	2,263,063
Asset retirement obligation	14,561	21,821		36,382
Derivative instruments	10,036	1,940		11,976
Deferred income taxes			4,612(f)	4,612
Other long-term obligations	515	63,332		63,847
<b>Total long-term liabilities</b>	<b>1,494,560</b>	<b>887,256</b>	<b>(1,936)</b>	<b>2,379,880</b>

**Member s capital/shareholders  
equity:**

Sabine member s capital	1,523,008		(1,523,008)(h)	
Forest common stock, zero and 119,347,173 shares issued and outstanding		11,935	16,406(h)	28,341
Forest preferred stock (pro forma)			16,678(h)	16,678
Forest capital surplus		2,558,271	(1,097,080)(g)(h)	1,461,191
Retained deficit	(1,333,563)	(2,605,794)	2,715,241(e)(f)(g)(h)	(1,224,116)
Accumulated other comprehensive loss		(10,051)	10,051(h)	
<b>Total member s capital/shareholders equity</b>	<b>189,445</b>	<b>(45,639)</b>	<b>138,288</b>	<b>282,094</b>

<b>Total liabilities and member s capital/shareholders equity</b>	<b>\$ 1,945,454</b>	<b>\$ 996,825</b>	<b>\$ 166,526</b>	<b>\$ 3,108,805</b>
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**NOTES TO THE UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED FINANCIAL STATEMENTS**

**1. Basis of Pro Forma Presentation**

**Overview**

The pro forma financial statements have been prepared assuming the combination transaction is accounted for using the acquisition method of accounting with Sabine as the acquiring entity. Under acquisition accounting, Sabine's assets and liabilities will retain their carrying values and Forest's assets and liabilities will be recorded at their fair values measured as of the acquisition date. The preliminary estimated fair value of Forest's assets and liabilities approximates the preliminary estimated purchase price. The pro forma adjustments have been prepared as if the combination transaction had taken place on June 30, 2014 in the case of the pro forma balance sheet and on January 1, 2013 in the case of the pro forma statements of operations. The combination transaction and adjustments are described in Note 2.

Divestiture and Pro Forma Adjustments and Assumptions to these unaudited pro forma condensed consolidated combined financial statements.

The unaudited pro forma condensed consolidated combined financial statements should be read in conjunction with (i) Sabine's (as predecessor) historical consolidated financial statements and related notes for the year ended December 31, 2013 and for the six months ended June 30, 2014, as well as Management's Discussion and Analysis of Financial Condition and Results of Operations included in Annex A attached to this document, and (ii) historical consolidated financial statements and related notes for the year ended December 31, 2013 and for the six months ended June 30, 2014, as well as Management's Discussion and Analysis and Results of Operations included in Annex B attached to this document.

Certain reclassifications have been made to reflect comparability of financial information. However, the pro forma condensed consolidated combined financial statements may not reflect all adjustments necessary to conform the accounting policies of Forest to those of Sabine due to limitations on the availability of information as of the date of this proxy statement/prospectus. The pro forma adjustments represent management's estimates based on information available as of the date of this document and are subject to change as additional information becomes available and additional analyses are performed. The pro forma financial statements do not reflect the impact of possible revenue or earnings enhancements, cost savings from operating efficiencies or synergies, or asset dispositions. Also, the pro forma financial statements do not reflect possible adjustments related to restructuring or integration activities that have yet to be determined or transaction or other costs following the combination transaction that are not expected to have a continuing impact. Further, one-time transaction-related expenses anticipated to be incurred prior to, or concurrent with, closing the combination transaction are not included in the pro forma statements of operations. However, the impact of such transaction expenses is reflected in the pro forma balance sheet as a decrease to retained earnings and a decrease to cash.

**Preliminary Estimated Purchase Price**

The unaudited pro forma condensed consolidated combined financial statements were prepared using the acquisition method of accounting with Sabine considered the acquirer or predecessor. Under the acquisition method of accounting, tangible and identifiable assets acquired and liabilities assumed are recorded at their estimated fair values. The estimated fair values and assets useful lives are based on preliminary management estimates and are subject to adjustment after closing of the combination transaction based upon management's final analysis prepared with the assistance of third party valuation advisers. The preliminary estimated fair value of Forest's assets and liabilities

approximates the preliminary estimated purchase price.



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The following table summarizes the preliminary estimate of the purchase price (in thousands, except per share data):

Forest common shares issued and outstanding:	
Held by public shareholders	117,353
Restricted shares	1,994
<b>Total shares subject to conversion</b>	<b>119,347</b>
Forest common share price <sup>(1)</sup>	\$ 1.07
<b>Forest common shares conversion value</b>	<b>127,701</b>
Forest consideration for fair value	127,701

- (1) The final purchase price will be based on the fair value of the issued and outstanding Forest common shares as of the closing date. The estimated fair value of the Forest common shares is based on the closing price as of October 2, 2014, which will be adjusted as of the final closing date. A 10% or 20% increase in the trading price of the Forest common shares would change the total purchase price by approximately \$13 million or \$26 million, respectively.

**Preliminary Estimated Purchase Price Allocation**

The following table summarizes allocation of the preliminary estimate of the purchase price to the assets acquired and liabilities assumed (in thousands):

Forest fair values <sup>(1)</sup> :	<b>6/30/2014</b>
Current assets	\$ 49,852
O&G Property, plant and equipment, net	1,097,222
Other PPE, net	8,640
Other long-term assets	7,069
Current liabilities	(154,374)
Long-term debt	(793,615)
Deferred income taxes	
Other long-term liabilities	(87,093)
<b>Total consideration and fair value</b>	<b>\$ 127,701</b>

- (1) The fair value of the proved and unproved oil and gas properties is based on an income (risk adjusted reserve engineering) approach. Other fair value adjustments were made to Forest's assets and liabilities, as appropriate. The preliminary estimated fair value of Forest's assets and liabilities approximates the preliminary purchase price.

**2. Divestiture and Pro Forma Adjustments and Assumptions**

The accompanying unaudited pro forma condensed consolidated combined financial statements give pro forma effect to the following:

(a) Sabine Divestiture Adjustments reflect the pro forma impact of the sale of interests in certain oil and natural gas properties in the Texas Panhandle and surrounding Oklahoma area by Sabine on December 18, 2013 by Sabine as if the sale had been consummated on January 1, 2013.

(b) Forest Divestiture Adjustments reflect the pro forma impact of the sale of oil and natural gas properties in the Texas Panhandle in November 2013 and in South Texas in February 2013 by Forest as if these sales had been consummated on January 1, 2013. Additional notation is referenced to adjust income tax expense to give effect to the change in the valuation allowance that would have been required or associated with the effects of the pro

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forma adjustments at statutory rates. As discussed in Forest's Annual and Quarterly Reports on Forms 10-K/A and 10-Q/A for the periods ended December 31, 2013 and June 30, 2014, respectively, Forest has placed a full valuation allowance against its deferred tax assets.

(c) Adjustments to reflect Forest's assets and liabilities at their estimated fair values as discussed in Note 1. Preliminary Estimated Purchase Price Allocation as well as other pro forma adjustments discussed herein.

(d) Adjustment to reflect the impact on deferred taxes and the estimated income tax effect on the pro forma adjustments described herein using a blended federal and state statutory income tax rate of 36%. A full valuation allowance is recorded to reduce the combined deferred tax asset balance. Based upon all available evidence, it is more likely than not that the deferred tax assets will not be realized. The income tax expense of \$3,267 for the year ended December 31, 2013 and income tax expense of \$1,508 for the six months ended June 30, 2014 relate to deferred taxes for goodwill.

(e) Adjustments necessary to reflect assets and liabilities at their estimated fair values as discussed in Note 1. Preliminary Estimated Purchase Price Allocation.

(f) Adjustments reflect the accounting for the income tax effects of the purchase accounting adjustments. A full valuation allowance is recorded against the combined net deferred tax asset balance. In addition, adjustments were recorded on the balance sheet to account for the federal and state deferred tax impact of Sabine's cumulative temporary differences resulting from the change in tax status which will be recognized through income tax expense during the period of the change. The change in tax status is not reflected in the pro forma statement of operations. In connection with the anticipated combination transaction, Sabine's historical owners contributed entities that were under common control into Forest. As a result, tax loss carry forwards of \$250 million will be accounted for through equity which will be offset with a corresponding valuation allowance recorded through equity. Adjustments were recorded to account for the valuation allowance on the net deferred tax asset of the combined deferred taxes of Sabine and Forest excluding the deferred tax liability related to indefinite lived intangibles of \$4,774, which is not considered when assessing the valuation allowance on the combined deferred taxes of Sabine and Forest.

(g) Adjustments to accrued liabilities include estimated remaining transaction costs totaling \$28.7 million yet to be incurred which are offset as an adjustment to capital surplus. Additionally, certain of Forest's unvested stock-based compensation awards will vest upon the consummation of the combination transaction and settle in cash. These Phantom Stock Units are liability based awards that have been accrued with a value of \$1.5 million based on Forest's disclosures as of June 30, 2013. These amounts will be adjusted further in accordance with changes in Forest's common stock pricing through the closing date of the transactions contemplated by the merger agreement and have been reflected with an offset to the beginning period retained earnings.

(h) To eliminate the historical Member's capital of Sabine and Capital surplus of Forest and to recognize the additional \$16,406 related to common stock and \$16,678 related to preferred stock, each issued to Sabine Investor Holdings and AIV Holdings and Capital surplus as a result of the purchase accounting.

(i) To reflect adjustments to basic and diluted earnings per share data based on an estimated 281 million weighted average basic and diluted Forest common shares outstanding upon consummation of the combination transaction. The 2 million shares of Series A convertible common-equivalent preferred shares were not included in the calculations of diluted earnings per share as their inclusion would have an antidilutive effect.

**3. Additional Information**

The consummation of the combination transaction will require a change of control offer to be made by Forest under the indentures governing Forest's existing 7.25% notes due 2019 and 7.50% notes due 2020 (the Existing Notes). Forest may solicit the consent from holders of its Existing Notes to amend the applicable

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indentures such that no aspect of the transactions contemplated by the merger agreement will require a change of control offer requiring such Existing Notes to be refinanced. If the requisite consents are not received, Sabine has obtained commitments for bridge financing to backstop any of Forest's Existing Notes which are required to be purchased in connection with a change of control offer. At such time as any consent solicitations have been consummated, Sabine will assess the impact of any Bond Refinancing on pro forma interest expense and long-term debt. Sabine has also obtained commitments from lenders to provide a new credit facility for Forest upon consummation of the combination transaction to refinance the Sabine Credit Facility and the existing revolving credit facility of Forest (such credit facility refinancing, the Refinancing), at which such time Sabine will assess the impact of the Refinancing amount and borrowing base on pro forma interest expense and long-term debt.

**4. Pro Forma Supplemental Oil and Natural Gas Disclosures**

The following schedules reflect Sabine's and Forest's combined supplemental information regarding oil and natural gas producing activities, giving effect to the combination transaction as if it had taken place on January 1, 2013. The following estimates of proved oil and natural gas reserves, both developed and undeveloped, represent combined estimated quantities of crude oil and natural gas which geological and engineering data demonstrate with reasonable certainty to be recoverable in future years from known reservoirs under existing economic and operating conditions. Proved developed oil and gas reserves are the quantities expected to be recovered through existing wells with existing equipment and operating methods. Proved undeveloped oil and gas reserves are reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells for which relatively minor expenditures are required for completion.

Disclosures of oil and natural gas reserves which follow are based on estimates as of December 31, 2013 in accordance with guidelines established by the SEC. Such estimates are subject to numerous uncertainties inherent in the estimation of quantities of proved reserves and in the projection of future rates of production and the timing of development expenditures. These estimates do not include probable and possible reserves. The information provided does not necessarily represent the combined companies' estimate of expected future cash flows or value of proved oil and natural gas reserves.

**Table of Contents****Changes in estimated reserve quantities:**

	Sabine				Forest				Combined			
	Oil	NGLS	Gas	Gas Equivalents	Oil	NGLS	Gas	Gas Equivalents	Oil	NGLS	Gas	Gas Equivalents
	(Mbbbls)	(Mbbbls)	(Bcf)	(Bcfe)	(Mbbbls)	(Mbbbls)	(Bcf)	(Bcfe)	(Mbbbls)	(Mbbbls)	(Bcf)	(Bcfe)
<b>Estimated Proved Reserves</b>												
<b>Balance at January 1, 2013</b>	16.0	29.4	709.0	980.8	33.7	41.3	912.8	1,362.6	49.7	70.7	1,621.8	2,343.4
Revision of previous estimates	0.1		(58.3)	(57.4)	(3.4)	(2.0)	22.0	(10.2)	(3.3)	(2.0)	(36.3)	(67.0)
Extensions and discoveries	6.9	5.4	73.7	147.5	11.6	4.6	51.1	148.4	18.5	10.0	124.8	295.9
Production <sup>(1)</sup>	(1.4)	(1.8)	(44.0)	(63.4)	(2.3)	(2.5)	(46.7)	(75.4)	(3.7)	(4.3)	(90.7)	(138.8)
Depletion of minerals in Place	(4.7)	(8.0)	(92.1)	(168.2)	(23.0)	(29.7)	(484.7)	(800.5)	(27.7)	(37.7)	(576.8)	(968.7)
<b>Balance at December 31, 2013</b>	16.9	25.0	588.3	839.3	16.7	11.7	454.6	624.9	33.6	36.7	1,042.9	1,464.2
<b>Estimated Proved Developed Reserves</b>												
December 31, 2012												
Proved developed	3.8	10.3	415.0	499.2	12.3	25.5	710.3	937.3	16.1	35.8	1,125.3	1,436.5
Proved undeveloped	12.2	19.1	294.0	481.6	21.4	15.7	202.5	425.3	33.6	34.8	496.5	906.9
December 31, 2013	16.0	29.4	709.0	980.8	33.7	41.3	912.8	1,362.6	49.7	70.7	1,621.8	2,343.4
Proved developed	6.0	11.6	360.6	466.1	6.2	6.9	336.3	414.4	12.2	18.5	696.9	880.5
Proved undeveloped	10.9	13.4	227.7	373.2	10.5	4.9	118.2	210.5	21.4	18.3	345.9	583.7
December 31, 2013	16.9	25.0	588.3	839.3	16.7	11.7	454.6	624.9	33.6	36.7	1,042.9	1,464.2

The following table sets forth unaudited pro forma supplemental oil and natural gas disclosures concerning the combined companies' discounted future net cash flows from proved oil and natural gas reserves as of December 31, 2013, net of income tax expense, and giving effect to the combination transaction as if it had taken place on January 1, 2013. Income tax expense has been computed using assumptions relating to the future tax rates and the permanent differences and credits under the tax laws relating to oil and natural gas activities as of December 31, 2013. Cash flows relating to Forest are based on Forest's evaluation of reserves. Future income tax expense on the combined companies' properties was calculated based on the combined companies' estimated tax rate after giving effect to the pro forma transactions.

**Standardized measure of discounted future net cash flows from estimated production of proved oil and natural gas reserves (in thousands) as of December 31, 2013:**

	Sabine	Forest	Pro Forma Adjustments <sup>(1)</sup>	Combined
Future cash inflows	4,667,459	3,459,749		8,127,208
Future production costs	(1,127,359)	(1,165,344)		(2,292,703)

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Future development costs	(682,876)	(676,684)		(1,359,560)
Future income taxes		(18,441)	(32,571)	(51,012)
Future net cash flows	2,857,224	1,599,280	(32,571)	4,423,933
10% annual discount for estimated timing of cash flows	(1,506,352)	(864,672)	6,459	(2,364,565)
Standardized measure of discounted future net cash flows	1,350,872	734,608	(26,112)	2,059,368

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- (1) Pro forma adjustments reflect the future income tax expenses computed by applying the appropriate statutory tax rates to the estimated future net cash flows relating to proved reserves, less the tax bases of the properties involved for Sabine and Forest. The future income tax expenses give effect to tax deductions and allowances.

*Changes in standardized measure of discounted future net cash flows from proved oil and natural gas reserves (in thousands):*

	<b>Sabine</b>	<b>Forest</b>	<b>Pro Forma Adjustments<sup>(1)</sup></b>	<b>Combined</b>
<b>Beginning Balance</b>	909,793	1,397,097		2,306,890
Revisions of previous estimates:				
Changes in prices and costs	186,943	222,516		409,459
Changes in quantity	45,167	(114,712)		(69,545)
Additions to proved reserves	392,752	295,585		688,337
Sale of oil, natural gas and NGL, net	(274,180)	(337,914)		(612,094)
Sales of reserves	(152,677)	(1,099,372)		(1,252,049)
Accretion of discount	90,973	143,432		234,405
Changes in estimated future development costs	22,181	50,568		72,749
Previously estimated future development costs incurred	117,377	128,482		245,859
Change in rate of production and other, net	12,542	19,321		31,863
Net change in income tax		29,605	(26,112)	3,493
Net change	441,078	(662,489)	(26,112)	(247,523)
<b>Ending Balance</b>	1,350,871	734,608	(26,112)	2,059,367

- (1) Pro forma adjustments reflect the future income tax expenses computed by applying the appropriate statutory tax rates to the estimated future net cash flows relating to proved reserves, less the tax bases of the properties involved for Sabine and Forest. The future income tax expenses give effect to tax deductions and allowances.



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**INFORMATION ABOUT THE COMPANIES**

**Information About Sabine**

Sabine is an independent oil and natural gas company engaged in the acquisition, development, exploitation and exploration of oil and natural gas properties onshore in the United States. Sabine and its subsidiaries' operations are focused in three core areas: East Texas, targeting the Cotton Valley Sand and the Haynesville Shale formations; South Texas, targeting the Eagle Ford Shale formation; and North Texas, targeting the Granite Wash formation. Sabine Holdings' principal offices are at 1415 Louisiana Street, Suite 1600, Houston, TX 77002, and its telephone number is (832) 242-9600.

Sabine Oil & Gas Holdings II LLC is the sole member of Sabine Oil & Gas LLC, and Sabine Holdings is the sole member of Sabine Oil & Gas Holdings II LLC. Neither Sabine Oil & Gas Holdings II LLC or Sabine Holdings have operations separate from their investment in Sabine.

Additional information about Sabine Holdings, Sabine Oil & Gas Holdings II LLC and Sabine and its subsidiaries is included in Annex A to this document.

**Information About Forest**

Forest is an independent oil and natural gas company engaged in the acquisition, exploration, development, and production of oil, natural gas, and NGLs primarily in North America. Forest was incorporated in New York in 1924, as the successor to a company formed in 1916, and has been a publicly held company since 1969. Forest's total estimated proved oil and natural gas reserves as of December 31, 2013 were approximately 625 Bcfe, all of which are located in the United States. Forest's principal executive offices and corporate headquarters are located at 707 17th Street, Suite 3600, Denver, Colorado 80202. Forest's telephone number at that address is (303) 812-1400.

Additional information about Forest and its subsidiaries is included in Annex B to this document.

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**DESCRIPTION OF CAPITAL STOCK**

The current authorized capital stock of Forest consists of 200,000,000 shares of common stock, par value \$0.10 per share, of which 119,347,173 shares were issued and outstanding as of July 7, 2014, and 10,000,000 shares of preferred stock, par value \$0.01 per share, of which none are issued and outstanding. Upon completion of the combination transaction:

if the authorized share proposal is approved, the authorized capital stock of Forest will consist of 650,000,000 shares of common stock, par value \$0.10 per share, of which approximately 283,000,000 shares will be issued and outstanding, and 10,000,000 shares of preferred stock, par value \$0.01 per share, of which 1,664,249 Series A convertible common-equivalent preferred shares will be issued and outstanding; or

if the authorized share proposal is not approved, and Forest and Sabine Investor Holdings mutually agree to waive the condition related to its approval in the merger agreement, the authorized capital stock of Forest will consist of 200,000,000 shares of common stock, par value \$0.10 per share, of which approximately 169,000,000 shares will be issued and outstanding, and 10,000,000 shares of preferred stock, par value \$0.01 per share, of which 1,664,249 Series A convertible common-equivalent preferred shares will be issued and outstanding and 1,137,113 shares of Series B convertible common-equivalent preferred shares will be issued and outstanding.

The following summary of the capital stock of Forest does not purport to be complete and is qualified in its entirety by reference to the description of the rights of Forest common shareholders set forth in Comparison of Rights of Forest Shareholders Before and After the Combination Transaction, to the provisions of applicable law, and to the Form of Certificate of Amendment (Evidencing Preferred Stock), a form of which is attached as Annex F to this document.

**Common Stock**

Outstanding shares of Forest's common stock are listed on the New York Stock Exchange under the symbol FST. All outstanding shares of Forest's common stock are fully paid and non-assessable. Any additional common stock Forest issues will, when issued, also be fully paid and non-assessable.

Forest will notify common shareholders of any shareholders' meetings according to applicable law. Subject to the preferential rights of any outstanding series of preferred stock, Forest common shareholders are entitled to one vote per share of common stock in the election of directors and on all other matters submitted to a vote of Forest's common shareholders. Forest's common shareholders do not have preemptive or cumulative voting rights. Accordingly, holders of a majority of common shares outstanding may elect all directors standing for election.

Forest common shareholders are entitled to receive ratably any dividends declared by Forest's board of directors out of funds legally available for the payment of dividends. Dividends on Forest's common stock are, however, either voluntarily or not, subject to any preferential dividend rights of any outstanding preferred stock. Upon Forest's liquidation, dissolution, or winding up, Forest's common shareholders are entitled to receive ratably Forest's net assets available after payment of all of Forest's debts and other liabilities. Any payment is, however, subject to the prior rights of any outstanding preferred stock. Forest's common shareholders do not have any preemptive, subscription, redemption, or conversion rights.

**Series A Convertible Common-Equivalent Preferred Stock**

In connection with the completion of the combination transaction, Forest will adopt an amendment to its certificate of incorporation to provide for the creation of a new class of Series A convertible common-equivalent preferred stock, designated as the Series A Senior Common-Equivalent Preferred Stock, consisting of 1,664,249 shares, all of which would be issued to Sabine Investor Holdings and AIV Holdings in connection with the completion of the combination transaction.

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A summary of certain key terms of the Series A convertible common-equivalent preferred stock is set forth below.

*Dividends and Distributions.* Generally, if Forest declares or pays a dividend or distribution on Forest common shares, whether such dividend or distribution is payable in cash, securities or other property, Forest will simultaneously declare and pay a dividend on the Series A convertible common-equivalent preferred stock on a pro rata basis with the common shares equal to 100 (referred to as the Series A conversion ratio ) multiplied by the aggregate per share amount of all such dividends declared or paid on the Forest common shares. If any dividend payable on the Series A convertible common-equivalent preferred shares is in arrears, Forest will be subject to restrictions on its ability to declare or pay dividends on or redeem or repurchase any stock ranking junior to the Series A convertible common-equivalent preferred stock or ranking on a parity with the Series A convertible common-equivalent preferred stock.

*Voting Rights.* Each share of Series A convertible common-equivalent preferred stock will be entitled to a number of votes that will be calculated at closing in accordance with the provisions of the merger agreement. The number of votes will be calculated in a manner that ensures that, as of the completion of the combination transaction, and taking into account the number of Forest shares outstanding at the time, Sabine Investor Holdings and AIV Holdings will hold Series A convertible common-equivalent preferred shares that, together with all other Forest shares issued to them in connection with the combination transaction, represent 80% of the voting power of all Forest shares. The holders of Series A convertible common-equivalent preferred stock will generally vote together as one class with the holders of Forest common stock, and, if issued, the holders of Series B convertible common-equivalent preferred stock, on all matters submitted to a vote of Forest shareholders, subject to exceptions required by applicable law or the Forest certificate of incorporation.

*Conversion.* Each share of Series A convertible common-equivalent preferred stock will be convertible at the option of the holder at any time, into 100 shares of Forest common stock, subject to there being a sufficient number of authorized but unissued Forest common shares. In addition, all shares of Series A convertible common-equivalent preferred stock then outstanding will convert into Forest common shares, on the same terms, automatically on the first trading day after Sabine Investor Holdings and AIV Holdings do not hold, together with their affiliates, Forest common shares and preferred shares representing, in the aggregate, at least two-thirds of the voting power of all outstanding Forest shares. Forest has no right to redeem the Series A convertible common-equivalent preferred shares. If the preferred shares would otherwise be subject to mandatory conversion, but there is not then a sufficient number of authorized but unissued Forest common shares, then at such time the voting rights of the Series A convertible common-equivalent preferred stock shall be automatically adjusted such that each share of Series A convertible common-equivalent preferred stock is entitled to a number of votes per Series A convertible common-equivalent preferred share equal to the Series A conversion ratio.

*Rights on Liquidation.* Upon any liquidation, dissolution or winding up of Forest, the holders of Series A convertible common-equivalent preferred stock at the time outstanding will be entitled to receive for each share of Series A convertible common-equivalent preferred stock, out of the net assets of the Corporation available for distribution to shareholders (subject to the rights of the holders of any stock of Forest then outstanding ranking pari passu with the Series A convertible common-equivalent preferred stock in respect of distributions upon any such liquidation, dissolution or winding up and before any amount shall be paid or distributed with respect to holders of any stock of Forest then outstanding ranking junior to the Series A convertible common-equivalent preferred stock in respect of distributions upon any such liquidation, dissolution or winding up), a liquidating distribution in an amount equal to the greater of (x) the amount equal to the sum of (A) \$0.01 and (B) the amount of any accrued and unpaid dividends on such share of Series A convertible common-equivalent preferred stock through the date of such liquidating distribution or (y) (A) the series A conversion ratio multiplied by (B) the aggregate amount to be distributed per share to holders Forest common shares assuming all Series A convertible common-equivalent preferred shares had been

converted to common shares at the conversion ratio of 100 common shares per one Series A convertible common-equivalent preferred share.

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*Amendment.* The Forest certificate of incorporation may not be amended in any manner that would materially alter or change the powers, preferences or rights of the Series A convertible common-equivalent preferred stock (i) so as to affect them adversely, without the affirmative vote of holders of two-thirds of the outstanding Series A convertible common-equivalent preferred shares and (ii) so as to affect them favorably relative to the Forest common stock, without the affirmative vote of holders of a majority of the Forest common shares not held by holder of Series A convertible common-equivalent preferred shares (or, if outstanding, Series B convertible common-equivalent preferred shares).

**Series B Convertible Common-Equivalent Preferred Stock**

If the authorized share proposal is not approved, and Forest and Sabine Investor Holdings waive the condition related to such approval and complete the combination transaction, then, in connection with the completion of the combination transaction, in addition to the amendment to Forest's certificate of incorporation to create the Series A convertible common-equivalent preferred stock, Forest will also adopt an amendment to its certificate of incorporation to provide for the creation of a new class of Series B convertible common-equivalent preferred stock, designated as the Series B Senior Common-Equivalent Preferred Stock, consisting of 1,137,113 shares, all of which would be issued to Sabine Investor Holdings and AIV Holdings in connection with the completion of the combination transaction. If the authorized share proposal is approved, no class of Series B convertible common-equivalent preferred stock will be created and no Series B convertible common-equivalent preferred shares will be issued in connection with the completion of the combination transaction.

A summary of certain key terms of the Series B convertible common-equivalent preferred stock is set forth below.

*Dividends and Distributions.* Generally, if Forest declares or pays a dividend or distribution on Forest common shares, whether such dividend or distribution is payable in cash, securities or other property, Forest will simultaneously declare and pay a dividend on the Series B convertible common-equivalent preferred stock on a pro rata basis with the common shares equal to 100 (referred to as the Series B conversion ratio) multiplied by the aggregate per share amount of all such dividends declared or paid on the Forest common shares. If any dividend payable on the Series B convertible common-equivalent preferred shares is in arrears, Forest will be subject to restrictions on its ability to declare or pay dividends on or redeem or repurchase any stock ranking junior to the Series B convertible common-equivalent preferred stock or ranking on a parity with the Series A convertible common-equivalent preferred stock.

In addition, beginning on the date that is three months following the completion of the combination transaction, if there are not yet a sufficient number of authorized but unissued Forest common shares to permit the conversion of all shares of Series A convertible common-equivalent preferred stock and Series B convertible common-equivalent preferred stock then outstanding, then the Series B conversion ratio shall be adjusted upwards such that, on an annualized basis, the adjustment results in the Series B convertible common-equivalent preferred shares being convertible into an additional number of common shares equal to 10% of the total number of common shares underlying all of the then outstanding Series A convertible common-equivalent preferred shares and Series B convertible common-equivalent preferred shares. The adjustment to the Series B conversion ratio will be calculated quarterly.

*Voting Rights.* Each share of Series B convertible common-equivalent preferred stock will be entitled to 100 votes on all matters submitted to a vote of such holders. The holders of Series B convertible common-equivalent preferred stock will generally vote together as one class with the holders of Forest common stock, and the holders of Series A convertible common-equivalent preferred stock, on all matters submitted to a vote of Forest shareholders, subject to exceptions required by applicable law or the Forest certificate of incorporation.

*Conversion.* Each share of Series B convertible common-equivalent preferred stock will be convertible at the option of the holder, at any time, into 100 shares of Forest common stock, subject to there being a sufficient

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number of authorized but unissued Forest common shares. In addition, all shares of Series B convertible common-equivalent preferred stock then outstanding will convert into Forest common shares, on the same terms, automatically on the first trading day after there are a sufficient number of authorized but unissued Forest common shares to permit the conversion of all then outstanding Series A convertible common-equivalent preferred shares and Series B convertible common-equivalent preferred shares.

*Rights on Liquidation.* Upon any liquidation, dissolution or winding up of Forest, the holders of Series B convertible common-equivalent preferred stock at the time outstanding will be entitled to receive for each share of Series B convertible common-equivalent preferred stock, out of the net assets of the Corporation available for distribution to shareholders (subject to the rights of the holders of any stock of Forest then outstanding ranking pari passu with the Series A convertible common-equivalent preferred stock in respect of distributions upon any such liquidation, dissolution or winding up and before any amount shall be paid or distributed with respect to holders of any stock of Forest then outstanding ranking junior to the Series A convertible common-equivalent preferred stock in respect of distributions upon any such liquidation, dissolution or winding up), a liquidating distribution in an amount equal to the greater of (x) the amount equal to the sum of (A) \$0.01 and (B) the amount of any accrued and unpaid dividends on such share of Series B convertible common-equivalent preferred stock through the date of such liquidating distribution or (y) (A) the Series B conversion ratio multiplied by (B) the aggregate amount to be distributed per share to holders Forest common shares assuming all Series B convertible common-equivalent preferred shares had been converted to common shares at the Series B conversion ratio per one Series B convertible common-equivalent preferred share.

*Amendment.* The Forest certificate of incorporation may not be amended in any manner that would materially alter or change the powers, preferences or rights of the Series B convertible common-equivalent preferred stock (i) so as to affect them adversely, without the affirmative vote of holders of two-thirds of the outstanding Series B convertible common-equivalent preferred shares and (ii) so as to affect them favorably relative to the Forest common stock, without the affirmative vote of holders of a majority of the Forest common shares not held by holder of Series A convertible common-equivalent preferred shares or Series B convertible common-equivalent preferred shares.

**Rights Plan**

In connection with the merger agreement, on July 10, 2014, the board of directors of Forest declared a dividend of one preferred share purchase right for each outstanding Forest common share, par value \$0.10 per share, and adopted a shareholder rights plan, as set forth in the rights agreement dated as of July 9, 2014, by and between Forest and Computershare Inc., as rights agent. The dividend was payable on July 21, 2014 to the shareholders of record on that date. The following summary does not purport to be a complete description of all the provisions of the Rights Plan and is qualified in its entirety by reference to the rights agreement, a copy of which is attached as Annex H to this proxy statement and incorporated in its entirety by reference.

*The Rights.* The rights will initially trade with, and will be inseparable from, Forest common shares. The rights are evidenced only by certificates (or in the case of uncertificated shares, by notations in the book-entry account system) that represent Forest common shares. New rights will accompany any new common shares that Forest issues after July 21, 2014 until the distribution date described below.

*Exercise Price.* Each right will allow its holder to purchase from Forest one one-hundredth of a share of Series A Junior Participating Preferred Stock (a junior preferred share ) for \$10 (the exercise price of the rights), once the Rights become exercisable. This portion of a junior preferred share will give the shareholder approximately the same dividend and liquidation rights as would one common share of Forest. Prior to exercise, the rights do not give their holders any dividend, voting, or liquidation rights.



*Exercisability.* The rights will not be exercisable until 10 days after the public announcement that a person or group has become an Acquiring Person by obtaining beneficial ownership (as defined in the rights

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agreement) of 5% or more of the outstanding common shares of Forest; provided that a stockholder will not become an Acquiring Person if such stockholder certifies to Forest that (1) such stockholder, together with all affiliates and associates of such stockholder, does not and will not at any time prior to December 31, 2014 own or have any beneficial interest in any transaction, security or derivative or synthetic arrangements having the characteristics of a short position in or with respect to any indebtedness of Forest or that would increase in value as a result of decline in the value of any indebtedness of Forest or decline in Forest's credit rating and (2) such stockholder will continue to satisfy clause (1) for so long as the rights would otherwise become exercisable.

Certain synthetic interests in securities created by derivative positions whether or not such interests are considered to be ownership of the underlying common shares or are reportable for purposes of Regulation 13D of the Securities Exchange Act are treated as beneficial ownership of the number of Forest's common shares equivalent to the economic exposure created by the derivative position, to the extent actual common shares of Forest are directly or indirectly held by counterparties to the derivatives contracts. Swaps dealers unassociated with any control intent or intent to evade the purposes of the rights plan are excepted from such imputed beneficial ownership.

The date when the rights become exercisable is the distribution date. Until that date, the common share certificates (or in the case of uncertificated shares, by notations in the book-entry account system) will also evidence the rights, and any transfer of common shares of Forest will constitute a transfer of rights. After that date, the rights will separate from Forest's common shares and be evidenced by book-entry credits or by rights certificates that Forest will mail to all eligible holders of common shares. Any rights held by an acquiring person are null and void and may not be exercised.

### ***Consequences of a Person or Group Becoming an Acquiring Person.***

*Flip In.* If a person or group becomes an Acquiring Person, all holders of Rights except the Acquiring Person may, for \$10, purchase common shares of Forest with a market value of \$20, based on the market price of Forest common shares prior to such acquisition.

*Flip Over.* If Forest is later acquired in a merger or similar transaction after the distribution date, all holders of rights except the Acquiring Person may, for \$10, purchase shares of the acquiring corporation with a market value of \$20, based on the market price of the acquiring corporation's stock prior to such transaction.

*Notional Shares.* Shares held by affiliates and associates of an Acquiring Person, and Notional Common Shares (as defined in the rights agreement) held by counterparties to a Derivatives Contract (as defined in the rights agreement) with an Acquiring Person, will be deemed to be beneficially owned by the Acquiring Person.

### ***Junior Preferred Share Provisions***

Each one one-hundredth of a junior preferred share, if issued:

will not be redeemable;

will entitle its holder to quarterly dividend payments of \$0.01 per share, or an amount equal to the dividend paid on one common share of Forest, whichever is greater;

will entitle its holder upon liquidation either to receive \$1.00 per share, or an amount equal to the payment made on one common share, whichever is greater;

will have the same voting power as one common share; and

if common shares of Forest are exchanged via merger, consolidation, or a similar transaction, will entitle holders to a per share payment equal to the payment made on one common share of Forest.

The value of one one-hundredth interest in a junior preferred share should approximate the value of one common share of Forest.

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*Expiration.* The Rights will expire on December 31, 2014.

*Redemption.* The board of directors may redeem the rights for \$0.01 per right at any time before any person or group becomes an Acquiring Person. If the board of directors redeems any rights, it must redeem all of the rights. Once the rights are redeemed, the only right of the holders of rights will be to receive the redemption price of \$0.01 per right. The redemption price will be adjusted if Forest has a share split or share dividends of its common shares.

*Exchange.* After a person or group becomes an Acquiring Person, but before an Acquiring Person owns 50% or more of the outstanding common shares of Forest, the board of directors may extinguish the Rights by exchanging one common share or an equivalent security for each right, other than rights held by the Acquiring Person.

*Anti-Dilution Provisions.* The board of directors may adjust the purchase price of the junior preferred shares, the number of junior preferred shares issuable and the number of outstanding rights to prevent dilution that may occur from a share dividend, a share split, a reclassification of the junior preferred shares or common shares. No adjustments to the exercise price of the rights of less than 1% will be made.

*Amendments.* The terms of the rights agreement may be amended by the board of directors without the consent of the holders of the rights. However, the board of directors may not amend the rights agreement to lower the threshold at which a person or group becomes an Acquiring Person to below 5% of the outstanding common shares of Forest. In addition, the board of directors may not cause a person or group to become an Acquiring Person by lowering this threshold below the percentage interest that such person or group already owns. After a person or group becomes an Acquiring Person, the board of directors may not amend the agreement in a way that adversely affects holders of the rights.

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**THE REINCORPORATION MERGER**

If the combination transaction is completed, Forest, Sabine Investor Holdings and AIV Holdings have agreed to implement the reincorporation of Forest into Delaware from New York, including taking the following actions after completion of the combination transaction:

causing Forest to form New Delaware Holdco as a new wholly owned Delaware subsidiary and New Delaware Holdco to form Reincorporation Merger Sub as a wholly owned merger subsidiary;

adopting a reincorporation merger agreement, providing for the merger of the Reincorporation Merger Sub with and into Forest, with Forest surviving the reincorporation merger as a wholly owned subsidiary of New Delaware Holdco, and Forest common and preferred shareholders receiving corresponding shares in New Delaware Holdco in exchange for their Forest shares (referred to in this proxy statement as the reincorporation merger ); and

calling and holding a special meeting of shareholders of Forest to approve the reincorporation merger and related reincorporation merger agreement.

Because Sabine Investor Holdings and AIV Holdings will collectively hold Forest common shares and Forest preferred shares representing 80% of the total voting power in Forest following the combination transaction, in the event the combination transaction is completed, the reincorporation merger is expected to be completed. **For this reason, the descriptions of Forest capital stock and the rights of Forest shareholders following the combination transaction assume completion of the reincorporation merger.**

In connection with any special meeting of Forest shareholders called to approve the reincorporation merger, Forest will prepare and mail to Forest shareholders a separate proxy statement, containing information related to the reincorporation merger, New Delaware Holdco, and the New Delaware Holdco shares to be received by Forest shareholders in the reincorporation merger, as well as copies of the merger agreement providing for the reincorporation merger, and the certificate of incorporation and bylaws of New Delaware Holdco (together, the New Delaware Holdco charter documents ).

While you should ultimately refer to the information contained in such proxy statement related to the reincorporation merger, when and if mailed to Forest shareholders, if you are asked to vote to approve the reincorporation merger, certain material provisions of the expected New Delaware Holdco charter documents have been summarized below, and a comparison of certain material provisions of the New Delaware Holdco charter documents to the current governance provisions in Forest's amended and restated certificate of incorporation and bylaws, is set forth under Comparison of Rights of Forest Shareholders Before and After the Combination Transaction.

Neither the following summary nor the disclosures under Comparison of Rights of Forest Shareholders Before and After the Combination Transaction purport to be complete, and are subject in their entirety to the provisions of applicable law, and the ultimate terms of the definitive New Delaware Holdco charter documents, when and if approved.

The following summary of the capital stock of New Delaware Holdco does not purport to be complete and is qualified in its entirety by reference to the description of the rights of Forest common shareholders set forth in Comparison of

Rights of Forest Shareholders Before and After the Combination Transaction, to the provisions of applicable law.

**Common Stock**

Upon completion of the reincorporation merger, the authorized common stock of New Delaware Holdco is expected to consist of 2,500,000,000 shares, par value \$0.01 per share. Except as provided by law or in a preferred stock designation, holders of New Delaware Holdco common stock are expected to be entitled to one

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vote for each share held of record on all matters submitted to a vote of the stockholders, will have the exclusive right to vote for the election of directors and do not have cumulative voting rights. Except as otherwise required by law, holders of common stock are not entitled to vote on any amendment to New Delaware Holdco's certificate of incorporation (including any certificate of designations relating to any series of preferred stock) that relates solely to the terms of any outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to New Delaware Holdco's certificate of incorporation (including any certificate of designations relating to any series of preferred stock) or pursuant to the Delaware General Corporation Law. Subject to prior rights and preferences that may be applicable to any outstanding shares or series of preferred stock, holders of common stock are entitled to receive ratably in proportion to the shares of common stock held by them such dividends (payable in cash, stock or otherwise), if any, as may be declared from time to time by New Delaware Holdco's board of directors out of funds legally available for dividend payments. All outstanding shares of common stock are fully paid and non-assessable, and the shares of common stock to be issued upon completion of this offering will be fully paid and non-assessable. The holders of New Delaware Holdco common stock have no preferences or rights of conversion, exchange, pre-emption or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of New Delaware Holdco's affairs, holders of New Delaware Holdco common stock will be entitled to share ratably in New Delaware Holdco's assets in proportion to the shares of common stock held by them that are remaining after payment or provision for payment of all of New Delaware Holdco's debts and obligations and after distribution in full of preferential amounts to be distributed to holders of outstanding shares of preferred stock, if any.

**Preferred Stock**

New Delaware Holdco's certificate of incorporation authorizes New Delaware Holdco's board of directors, subject to any limitations prescribed by law, without further stockholder approval, to establish and to issue from time to time one or more classes or series of preferred stock, par value \$0.01 per share, covering up to an aggregate of 500,000,000 shares of preferred stock. Each class or series of preferred stock will cover the number of shares and will have the powers, preferences, rights, qualifications, limitations and restrictions determined by the board of directors, which may include, among others, dividend rights, liquidation preferences, voting rights, conversion rights, preemptive rights and redemption rights. Except as provided by law or in a preferred stock designation, the holders of preferred stock will not be entitled to vote at or receive notice of any meeting of stockholders.

**Anti-Takeover Effects of Provisions of New Delaware Holdco's Certificate of Incorporation, New Delaware Holdco's Bylaws and Delaware Law**

Some provisions of Delaware law, New Delaware Holdco's and restated certificate of incorporation and New Delaware Holdco's and restated bylaws described below will contain provisions that could make acquisitions of New Delaware Holdco by means of a tender offer, a proxy contest or otherwise or removal of New Delaware Holdco's incumbent officers and directors more difficult. These provisions may also have the effect of preventing changes in New Delaware Holdco's management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in New Delaware Holdco's best interests, including transactions that might result in a premium over the market price for New Delaware Holdco common shares.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of New Delaware Holdco to first negotiate with New Delaware Holdco, on the belief that the benefits of increased protection and New Delaware Holdco's potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or

restructure New Delaware Holdco outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.



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**New Delaware Holdco's Certificate of Incorporation and Bylaws**

Provisions of New Delaware Holdco's certificate of incorporation and bylaws may delay or discourage transactions involving an actual or potential change in control or change in New Delaware Holdco's management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that New Delaware Holdco's stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of New Delaware Holdco common stock.

Among other things, New Delaware Holdco's certificate of incorporation and bylaws will:

permit New Delaware Holdco's board of directors to issue up to 500,000,000 shares of preferred stock, with any rights, preferences and privileges as they may designate;

provide that the authorized number of directors may be changed only by resolution of the board of directors;

at any time after the Trigger Date:

provide that any action required or permitted to be taken by the stockholders must be effected at a duly called annual or special meeting of stockholders and may only be effected in writing in lieu of a meeting of such stockholders if holders of all outstanding common stock consent, subject to the rights of the holders of any series of preferred stock with respect to such series (prior to such time, such actions may be taken without a meeting by written consent of holders of common stock having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all shares entitled to vote thereon were present and voted);

provide that New Delaware Holdco's amended and restated bylaws may only be amended by the affirmative vote of the holders of at least two-thirds of New Delaware Holdco's then outstanding common stock (prior to such time, New Delaware Holdco's amended and restated bylaws may be amended by the affirmative vote of the holders of a majority of New Delaware Holdco's then outstanding common stock); and

provide that special meetings of New Delaware Holdco's stockholders may only be called by the board of directors, the chief executive officer or the chairman of the board or the board of directors (prior to the Trigger Date, a special meeting may also be called at the request of stockholders holding 25% of the then-outstanding shares of common stock);

provide for New Delaware Holdco's board of directors to be divided into three classes of directors, with each class as nearly equal in number as possible, serving staggered three year terms, other than directors which may be elected by holders of preferred stock, if any. This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of New Delaware Holdco, because it could have the effect of increasing the length of time necessary to change the composition of a

majority of the board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of the board of directors;

provide that New Delaware Holdco renounce any interest in the business opportunities of First Reserve and New Delaware Holdco's directors who are affiliated with First Reserve, other than directors employed by New Delaware Holdco, and that neither New Delaware Holdco's directors affiliated with First Reserve, other than directors employed by New Delaware Holdco, nor First Reserve, have any obligation to offer New Delaware Holdco those opportunities;

eliminate the personal liability of New Delaware Holdco's directors for monetary damages resulting from breaches of their fiduciary duty to the extent permitted by the Delaware General Corporation Law and indemnify New Delaware Holdco's directors and officers to the fullest extent permitted by Section 145 of the Delaware General Corporation Law;

provide that stockholders seeking to present proposals before a meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide notice in writing in a timely manner, and also specify requirements as to the form and content of a stockholder's notice; and

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not provide for cumulative voting rights, therefore allowing the holders of a majority of the shares of common stock entitled to vote in any election of directors to elect all of the directors standing for election, if they should so choose (though Sabine Investor Holdings and AIV Holdings agreed to contractually limit certain of its voting rights with respect to the election of directors. Please see The Merger Agreement and Other Transaction Agreements Stockholder s Agreement ).

For additional information about these provisions, please see Comparison of Rights of Forest Shareholders Before and After the Combination Transaction.

**Delaware Law**

New Delaware Holdco will not be subject to the provisions of Section 203 of the Delaware General Corporation Law, regulating corporate takeovers. In general, those provisions prohibit a Delaware corporation, including those whose securities are listed for trading on the NYSE, from engaging in any combination transaction with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

the transaction is approved by the board of directors before the date the interested stockholder attained that status;

upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or

on or after such time the combination transaction is approved by the board of directors and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

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**COMPARISON OF RIGHTS OF FOREST SHAREHOLDERS BEFORE AND AFTER THE  
COMBINATION TRANSACTION**

The rights of Forest common shareholders are currently governed by Forest's certificate of incorporation and bylaws and by the New York Business Corporation Law. After the combination transaction and the reincorporation merger, assuming it is completed, the rights of Forest's former shareholders, who will receive New Delaware Holdco common stock in the reincorporation merger, will be governed by New Delaware Holdco's certificate of incorporation and bylaws and by the Delaware General Corporation Law. Set forth below is a discussion of the material differences between the rights of a holder of Forest common shares, on the one hand, and the expected rights of a holder of New Delaware Holdco common stock on the other hand. **Because Forest will be obligated to complete the reincorporation merger following the combination transaction, and Sabine Investor Holdings and AIV Holdings are expected to be able to approve the reincorporation merger without the approval of any other Forest shareholders, the discussion below assumes completion of the reincorporation merger, and does not describe the rights of stockholders in the event it is not completed.**

Forest will be obligated to hold a special meeting of Forest shareholders to approve the reincorporation merger. In connection with such special meeting, Forest will prepare and mail to Forest shareholders a separate proxy statement, containing information related to the reincorporation merger, New Delaware Holdco, and the New Delaware Holdco shares to be received by Forest shareholders in the reincorporation merger, as well as copies of the merger agreement providing for the reincorporation merger, and the New Delaware Holdco charter documents. This summary does not purport to be a complete discussion of, and is qualified in its entirety by reference to, the Delaware General Corporation Law, the New York Business Corporation Law and the constituent documents of Forest and New Delaware Holdco, as applicable. Copies of the documents referred to in this summary may be obtained as described under [Where You Can Find More Information](#).

	<b>Forest</b>	<b>New Delaware Holdco</b>
<b>Authorized Capital</b>	Forest currently has authority to issue 200,000,000 shares of common stock, par value \$0.10 per share, and 10,000,000 shares of preferred stock, par value \$0.01 per share. The preferred stock is classified into two classes, Senior Preferred Stock and Junior Preferred Stock, each of which will be issuable in one or more series. The class of Senior Preferred Stock consists of 7,350,000 shares and the class of Junior Preferred Stock consists of 2,650,000 shares. No preferred stock is issued or outstanding.	New Delaware Holdco will have authority to issue 2,500,000,000 shares of common stock, par value \$0.01 per share, and 500,000,000 shares of preferred stock, par value \$0.01 per share. No preferred stock is issued or outstanding.
<b>Dividends</b>	Forest's certificate of incorporation provides that Forest's board of	New Delaware Holdco's certificate of incorporation provides that New

directors may from time to time declare dividends on its outstanding shares, provided, that dividends will be declared and paid on all outstanding shares of preferred stock before any dividends on the

Delaware Holdco's board of directors may from time to time declare dividends on its outstanding shares, provided, that dividends on the shares of common stock will be subject to the rights and

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	<b>Forest</b>	<b>New Delaware Holdco</b>
	outstanding Forest common shares will be declared and paid.	preferences, if any, applicable to shares of preferred stock or any series thereof.
<b>Number and Qualification of Directors; Classification of Directors</b>	<p>Forest's bylaws provide that there will be no less than six and no more than fifteen members of the board of directors.</p> <p>The directors are classified with respect to their terms of office by dividing them into three classes established by action of the shareholders or of the board of directors. At each annual meeting of shareholders, directors to replace those whose terms expire at such annual meeting will be elected to hold office until the third succeeding annual meeting.</p>	<p>New Delaware Holdco's certificate of incorporation provides that there will be no less than one and, prior to the Trigger Date, no more than [ ] members of the board of directors, provided, that the board may fix a number of directors greater than [ ] with the approval of First Reserve.</p> <p>The directors are classified with respect to their terms of office by dividing them into three classes, as nearly equal in number as is reasonably possible. At each annual meeting of stockholders, directors to replace those whose terms expire at such annual meeting will be elected to hold office until the third succeeding annual meeting.</p>
<b>Election of Directors</b>	<p>Forest's bylaws provide that directors are elected by a majority of the votes cast at the meeting, provided, that if at any meeting at which directors will be elected the number of nominees exceeds the number of directors to be elected, the directors will be elected by the vote of a plurality of the votes cast.</p>	<p>New Delaware Holdco's bylaws provide that, subject to the rights of the holders of any series of preferred stock to elect directors under specified circumstances, directors are elected by a plurality of the shares of common stock validly cast.</p> <p>Pursuant to the stockholder's agreement, for so long as Sabine Investor Holdings and AIV Holdings collectively own at least 15% of the outstanding New Delaware Holdco common stock, Sabine Investor Holdings or AIV Holdings will have the right to designate a number of individuals</p>

to the New Delaware Holdco board of directors equal to the percentage of New Delaware Holdco common stock beneficially collectively owned by Sabine Investor Holdings and AIV Holdings multiplied by the number of directors on the Board,

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**New Delaware Holdco**

rounded to the nearest whole number. New Delaware Holdco will cause the persons designated by Sabine Investor Holdings or AIV Holdings in accordance with the previous sentence to be nominated for election at each meeting of stockholders of New Delaware Holdco at which directors are to be elected, and such persons will be recommended for election by the board of directors of New Delaware Holdco. New Delaware Holdco will use its reasonable best efforts to cause the election of each properly designated person to the New Delaware Holdco board of directors, including by soliciting proxies in favor of the election of each such designee.

As long as Sabine Investor Holdings or AIV Holdings retains its board designation rights, for all other persons than the Sabine Investor Holdings or AIV Holdings designees, Sabine Investor Holdings and AIV Holdings will vote their shares of New Delaware Holdco common stock in accordance with the recommendation of the members of the Nominating and Corporate Governance Committee who are not Sabine Investor Holdings designees.

**Removal of Directors**

Forest's bylaws provide that the board of directors may, by majority vote of all directors then in office, remove a director for cause. A director may be removed without cause by the affirmative vote of the holders of two-thirds of the votes

New Delaware Holdco's certificate of incorporation provides that, prior to the Trigger Date, subject to the rights of holders of shares of any series of preferred stock, if any, any director may be removed at any time, with or without cause,



represented by all the outstanding shares entitled to vote thereon at a meeting of shareholders called for that purpose.

upon the vote of a majority of the outstanding shares of New Delaware Holdco common stock. On and after the Trigger Date, any director may be removed only for

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	<b>Forest</b>	<b>New Delaware Holdco</b>
<b>Vacancies on the Board of Directors</b>	<p>Forest's bylaws provide that any vacancies will be filled in the following manner: (i) if the vacancy is caused by reason of the removal of a director without cause, it will be filled by election at a special meeting of shareholders entitled to vote on the matter or at any annual meeting without notice; (ii) if the vacancy is caused in any other way, or if new directorships are created, all of the directors then in office, although less than a quorum, may by majority vote choose a successor or successors or fill each newly created directorship; and (iii) if the entire board dies or resigns or becomes incapacitated to act, any shareholder may call a special meeting and directors for the unexpired term may be elected at such special meeting in the manner prescribed for their election at annual meetings.</p>	<p>cause upon the affirmative vote of the holders of at least 66 <math>\frac{2}{3}</math>% of the outstanding shares of New Delaware Holdco common stock.</p> <p>New Delaware Holdco's bylaws provide that any vacancy occurring in the board of directors created on account of death, disability, resignation, disqualification, removal or other causes, or resulting from an increase in the authorized number of directors, will be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Except for vacancies resulting from an increase in the number of directors, the directors so chosen will hold office for a term for the remainder of his predecessor.</p>
<b>Action by Written Consent</b>	<p>Under the New York Business Corporation Law, whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.</p>	<p>Under New Delaware Holdco's certificate of incorporation, prior to the Trigger Date, any action required or permitted to be taken by stockholders of New Delaware Holdco may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents in writing, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action. On and after the Trigger Date, Date, any action required or permitted to be taken by stockholders of New</p>



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	<b>Forest</b>	<b>New Delaware Holdco</b>
		without a meeting, without prior notice and with a vote of stockholders, if consent or consents in writing, setting forth the actions so taken, is or are signed by the holders of all outstanding New Delaware Holdco common stock.
<b>Annual and Special Meetings of Stockholders</b>	<i>Annual Meetings</i>	<i>Annual Meetings</i>
	<p>Forest's bylaws provide that annual meetings of shareholders will be held on the second Wednesday in May of each year if not a legal holiday, and if a legal holiday, then on the next business day following, at 10 am., or at such other date and time as may be fixed from time to time by the board of directors at such place within or without the State of New York as may be fixed from time to time by the board of directors and all as stated in the notice of the meeting.</p>	<p>New Delaware Holdco's bylaws provide that if required by applicable law, an annual meeting of stockholders will be held at such date, time and place, if any, either within or without the State of Delaware, and time as may be fixed by the board of directors. The board, the chairman of the board or the chief executive officer may designate the place of any special meeting. If no place is designated, the place of the meeting will be the principal executive offices of New Delaware Holdco.</p>
	<i>Special Meetings</i>	<i>Special Meetings</i>
	<p>Forest's bylaws provide that special meetings may be held at such place within or without the State of New York as shall be fixed from time to time by the board of directors, or if no such place is so fixed, or whenever shareholders entitled to call a special meeting call the same, at Denver, Colorado. Except as otherwise provided in Forest's bylaws or certificate of incorporation or as otherwise required by law, special meetings of shareholders may be called by the board of directors or the chairman of the board or the chief executive</p>	<p>New Delaware Holdco's bylaws provide that special meetings may be called only by the chief executive officer, the chairman of the board or the board pursuant to a resolution adopted by a majority of the total number of directors that New Delaware Holdco would have if there were no vacancies. Prior to the Trigger Date, special meetings may also be called by the secretary at the request of the holders of record of twenty-five percent of the outstanding shares of common stock. On and after the Trigger Date, subject to any rights of</p>

officer, at such time as may be fixed by the person or persons calling the same and as will be stated in the notice of said meeting, except when the New York Business Corporation Law

holders of any series of preferred stock, the stockholders of New Delaware Holdco do not have the power to call a special meeting of the stockholders. The board, the chairman of the board or the chief executive officer may

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confers upon the shareholders the right to demand the call of such meeting and fix the time thereof.

*Notice of Meeting*

Forest's bylaws provide that written notice of each annual or special meeting of shareholders will specify the place, date and hour thereof and, if such meeting is a special meeting, the purpose or purposes for which the meeting is called, and that the call is being issued by or at the direction of the person or persons calling the meeting. Such notice will be given not less than ten and not more than sixty days before the date of the meeting, to each shareholder of record entitled to vote thereat, or who, by reason of any action proposed at such meeting, would be entitled to have his share voted or appraised if such action were taken.

*Annual Meetings*

Forest's bylaws provide that nominations of persons for election to the board of directors and the proposal of other business to be considered by the shareholders may be made at an annual meeting pursuant to Forest's notice of meeting, by or at the direction of the board of directors or by any shareholder of Forest who was a shareholder of record at the time of giving of notice provided for by Forest's bylaws and at the time of the annual meeting, is entitled to vote at the meeting and complies with the

**New Delaware Holdco**

designate the place of any special meeting. If no place is designated, the place of the meeting will be the principal executive offices of New Delaware Holdco.

*Notice of Meeting*

New Delaware Holdco's bylaws provide that written notice, stating the place, if any, day and hour of the meeting and purpose or purposes for which the meeting is called, will be given not less than ten days nor more than sixty days before the date of the meeting to each stockholder entitled to vote at the meeting.

*Annual Meetings*

New Delaware Holdco's bylaws provide that nominations of persons for election to the board and the proposal of other business to be considered by the stockholders at an annual meeting may be made pursuant to New Delaware Holdco's notice of meeting, by or at the direction of the New Delaware Holdco board or any committee thereof or by any stockholder of New Delaware Holdco who was a stockholder of record at the time of giving of notice provided for in the bylaws

**Advance Notice Requirements for Stockholder Nominations and Other Proposals**

notice procedures set forth in Forest's bylaws as to such business or nomination.

For any nominations or other business to be properly brought before an annual meeting, the shareholder must give notice to

of New Delaware Holdco and at the time of the annual meeting, is entitled to vote at the meeting and complies with the notice procedures as to such business or nominations.

For any nomination or other business to be properly brought

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the secretary at the principal executive offices of Forest no earlier than the close of business on the 120th day and no later than the close of business on the 90th day prior to the first anniversary date on which Forest first mailed its proxy materials and, or its notice of access to proxy materials for the preceding year's annual meeting. In the event, however, that the date of the annual meeting is more than thirty days before or more than sixty days after the anniversary date of the preceding year's annual meeting, notice by the shareholder must be delivered no earlier than the close of business on the 120th day prior to the date of such annual meeting and no later than the close of business on the later of the 100th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the date on which public announcement of the date of such meeting is first made by Forest. In the event that the number of directors to be elected to the board of directors is increased and there is no public announcement by Forest naming all of the nominees for director or specifying the size of the increased board of directors at least 100 days prior to the first anniversary of the preceding year's annual meeting, a shareholder's notice will be considered timely, but only with respect to nominees for any new positions created by such increase, if it is delivered to the secretary at the principal executive offices of Forest no later than the close of business on the 10th day following the day on which such

**New Delaware Holdco**

before an annual meeting by a stockholder, the stockholder must give notice to the secretary at the principal executive offices of New Delaware Holdco no earlier than the close of business on the 120th day and no later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting.

However, if the annual meeting is more than thirty days before or more than sixty days after such anniversary date, notice must be delivered by the stockholder no earlier than the close of business on the 120th day prior to the date of such annual meeting and no later than the close of business on the later of the 90th day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by New Delaware Holdco.



public announcement is first made  
by Forest.

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The foregoing notice requirements do not apply to First Reserve for so long as it holds in the aggregate at least 25% of the outstanding shares of common stock. Additionally, in the event that the number of directors to be elected to the board is increased and there is no public announcement by New Delaware Holdco naming all of the nominees for director or specifying the size of the increased board at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice will also be considered timely, but only with respect to nominees for any new positions created by such increase, if delivered to the secretary at the principal executive offices of New Delaware Holdco no later than the close of business on the 10th day following the day on which such public announcement is first made by New Delaware Holdco.

The above described notice requirements in New Delaware Holdco's bylaws will be deemed satisfied by a stockholder if such stockholder has notified New Delaware Holdco of its intention to present a proposal or make a nomination at the annual meeting in compliance with the applicable rules and regulations under the Exchange Act and such proposal or nomination has been included in a proxy statement that has been prepared by New Delaware Holdco to solicit proxies for such annual meeting.

*Special Meetings*

*Special Meetings*

Forest's bylaws provide that only such business will be conducted at a special meeting of shareholders as will have been brought before the meeting pursuant to Forest's notice of meeting. Nominations of

New Delaware Holdco's bylaws provide that only such business will be conducted at a special meeting of stockholders as will have been brought before the meeting pursuant to New

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persons for election to the board of directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to Forest's notice of meeting by or at the direction of the board of directors or, provided, that the board has determined that directors will be elected at such meeting, by any shareholders of Forest who is a shareholder of record at the time of giving of notice provided for in Forest's bylaws and at the time of the special meeting, is entitled to vote at the meeting and complies with the notice procedures as to such nominations. In the event that Forest calls a special meeting of shareholders for the purpose of electing one or more directors to the board of directors, any such shareholder may nominate a person or persons for election to such positions as specified in Forest's notice of meeting, if the shareholder delivers notice to the secretary at the principal executive offices of Forest no earlier than the close of business on the 120th day prior to the date of such special meeting and no later than the close of business on the later of the 100th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the board of directors to be elected at such meeting.

**New Delaware Holdco**

Delaware Holdco's notice of meeting. Nominations for persons for election to the board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of meeting by or at the direction of the board or any committee thereof or, before the Trigger Date, by holders of record of a majority of the outstanding shares of common stock. Notice of any nominations must be delivered to the secretary at the principal executive offices of New Delaware Holdco no earlier than the close of business on the 120th day prior to the special meeting and no later than the close of business on the later of the 90th day prior to the special meeting or, if the first public announcement of the date of the special meeting is less than 100 days prior to the date of the special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting.

**Amendments to the Certificate of Incorporation**

Under the New York Business Corporation Law, subject to limited exceptions, amendments to the

Under the Delaware General Corporation Law, subject to limited exceptions, amendments to

certificate of incorporation must be  
approved by vote of a

the certificate of incorporation  
must be approved by both a

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majority of all outstanding shares entitled to vote on the proposed amendment, except that provisions of the certificate of incorporation requiring a greater or class vote may only be amended by such greater or class vote. In addition, an amendment that negatively affects in certain ways holders of shares of a class or series requires authorization by a majority of the votes of all outstanding shares of the affected class or series.

Forest's certificate of incorporation provides that any adoption, amendment or repeal of any provision of the certificate of incorporation relating to the number, classification and terms of office of directors, the removal of directors without cause, or the power of, or vote by, the board of directors to adopt, amend or repeal the bylaws of Forest, or any amendment to or repeal of the amendment provision contained in the certificate of incorporation will require the affirmative vote of the holders of two-thirds of all outstanding shares entitled to vote thereon.

Forest's bylaws require the affirmative vote of a majority of the board to adopt, amend, alter or repeal the bylaws.

Forest's certificate of incorporation provides that any adoption, amendment or repeal of any provision of the bylaws relating to the number, classification and terms

**New Delaware Holdco**

majority of the outstanding stock entitled to vote, as well as a majority of the outstanding stock of each class entitled to vote as a class.

Under certain circumstances, §242(b)(2) of the Delaware General Corporation Law entitles the holders of the outstanding shares of each class to vote as a class on a proposed amendment, whether or not entitled to vote thereon by the certificate of incorporation.

New Delaware Holdco's certificate of incorporation provides that prior to the Trigger Date, the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding shares of New Delaware Holdco common stock entitled to vote generally in the election of directors (considered for this purpose as one class) will be required to amend, alter or repeal any provision of New Delaware Holdco's certificate of incorporation.

New Delaware Holdco's certificate of incorporation provides that the board may adopt, amend or repeal New Delaware Holdco's bylaws without any action on the part of the stockholders of New Delaware Holdco. However, any bylaw adopted or amended by the board, and any powers conferred thereby, may be amended, altered or repealed by the stockholders of New Delaware Holdco. Further,

**Amendments to Bylaws**

of office of directors, the removal of directors without cause, or the power of the board of directors to adopt, amend or repeal the bylaws of Forest will require the affirmative vote of the holders of two-thirds of all outstanding shares entitled to vote thereon.

the bylaws of New Delaware Holdco may not be adopted, altered, amended or repealed by the stockholders of New Delaware Holdco (i) prior to the Trigger

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Date, except by the vote of holders of not less than 50% in voting power of the then-outstanding shares of New Delaware Holdco common stock entitled to vote thereon, voting together as a single class, or (ii) on and after the Trigger Date, except by the vote of holders of not less than 66 2/3% in voting power of the then-outstanding shares of New Delaware Holdco common stock entitled to vote thereon, voting together as a single class.

Any bylaws adopted by the board may be amended or repealed by vote of the holders of shares entitled at the time to vote for the election of directors.

**Limitation of Personal Liability of Directors**

Forest's certificate of incorporation provides that a director of Forest will not be liable to Forest or its shareholders for damages for any breach of duty in such a capacity unless a judgment or other final adjudication adverse to the director establishes that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; the director personally gained in fact a financial profit or other advantage to which the director was not legally entitled; or the director's acts violate the §719 of the New York Business Corporation Law regarding the liability of directors in certain cases.

New Delaware Holdco's certificate of incorporation provides that no director of New Delaware Holdco will be liable to New Delaware Holdco or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation is not permitted under the Delaware General Corporation Law. In addition, a director of New Delaware Holdco will not be liable to the fullest extent permitted by any amendment to the Delaware General Corporation Law enacted after the adoption of New Delaware Holdco's certificate of incorporation that further limits the liability of a director.

**Indemnification of Directors and Officers**

Forest's bylaws provide that except to the extent expressly prohibited by the New York Business Corporation Law, Forest will indemnify each person made or threatened to be made a party to any action or

New Delaware Holdco's bylaws provide that New Delaware Holdco will indemnify and hold harmless, to the fullest extent permitted by applicable law, any person who was or is made a party or is



proceeding whether civil or criminal and whether by or in the right of Forest or otherwise,	threatened to be made a party to or is otherwise involved in any threatened, pending or completed
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by reason of the fact that such person is or was either a director or officer of Forest or a director or officer of Forest who served at the request of Forest any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, penalties, amounts paid in settlement and reasonable expenses, including attorneys fees, incurred in connection with such action or proceeding or any appeal therein, except that no indemnification will be made if a judgment or other final adjudication adverse to such indemnified person establishes that either such indemnified person's acts were committed in bad faith, or were the result of active and deliberate dishonesty, and were material to the cause of action so adjudicated, or such indemnified person personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

No indemnification will be required with respect to any settlement or other nonadjudicated disposition of any threatened or pending action or proceeding unless ordered by a court or if not so ordered will be authorized in the specific case (i) by the board of directors of Forest acting by a quorum consisting of directors who are not parties to such action or proceeding upon a finding that the indemnified person has met the standard of conduct set forth above, or (ii) if such quorum is not obtainable or, even if obtainable, a

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action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of New Delaware Holdco or, while a director or officer of New Delaware Holdco, is or was serving at the request of New Delaware Holdco as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all expenses, liability and loss (including, without limitation, attorneys fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnified person in connection with such proceeding.

New Delaware Holdco will, to the fullest extent not prohibited by law, pay the expenses, including attorneys fees, incurred by an indemnified person in defending any proceeding in advance of its final disposition, so long as such indemnified person agrees to reimburse New Delaware Holdco for such amount if it is ultimately determined that such person was not entitled to indemnification.

quorum of disinterested directors so  
directs, by the board of

New Delaware Holdco may also  
provide indemnification and  
advancement of expenses to such  
other persons as New Delaware  
Holdco may determine from time  
to time.

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directors upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the standard of conduct set forth above has been met by the indemnified person, or by the shareholders upon a finding that the indemnified person has met the applicable standard of conduct set forth above, or (iii) in any other manner which may be permitted by the New York Business Corporation Law.

Forest will advance or promptly reimburse upon request any indemnified person for all expenses, including attorneys' fees, reasonably incurred in defending any action or proceeding in advance of the final disposition thereof, so long as such indemnified person agrees to reimburse Forest for such amount if it is ultimately determined that such person was not entitled to indemnification.

The board may also provide indemnification and advancement of expenses to such other persons as the board may determine from time to time.

The indemnification and right to advancement of expenses of any indemnified person provided by Forest's bylaws will continue after such indemnified person has ceased to be a director, officer or employee of Forest and will inure to the benefit of such indemnified person's heirs, executors, administrators and legal representatives.

The indemnification provisions contained in Forest's bylaws will apply to any legal successor to Forest, including any corporation which acquires all or substantially all of the assets of Forest in one or more transactions.

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	<b>Forest</b>	<b>New Delaware Holdco</b>
<b>Certain Business Combination Restrictions</b>	<p>Section 912 of the New York Business Corporation Law prohibits an interested shareholder (i.e., a person who owns 20% or more of Forest's outstanding voting stock) from engaging in various business combination transactions with Forest, unless (a) the business combination transaction, or the transaction in which the interested shareholder became an interested shareholder, was approved by the board of directors prior to the interested shareholder's stock acquisition date, (b) the business combination transaction was approved by the disinterested shareholders at a meeting called no earlier than five years after the interested shareholder's stock acquisition date, or (c) if the business combination transaction takes place no earlier than five years after the interested shareholder's stock acquisition date, the price paid to all the shareholders under such transaction meets statutory criteria.</p> <p>A business combination is defined by Section 912 of the New York Business Corporation Law as including various transactions between the corporation and an interested shareholder, including merger, consolidations, transfers of assets (whether by sale, lease, exchange, mortgage, pledge, transfer or otherwise), certain share issuances, liquidation or dissolution, certain reclassifications of securities, and other transactions resulting in financial benefit to the shareholder.</p>	<p>New Delaware Holdco has elected in its certificate of incorporation to not be governed by §203 of the Delaware General Corporation Law, which contains certain rules and restrictions relating to transactions with interested stockholders. New Delaware Holdco has not adopted any specific provisions relating to transactions with interested stockholders.</p>
<b>Business Opportunities</b>	<p>Under New York law, the officers, directors and other fiduciaries of a corporation are not permitted to divert business opportunities from</p>	<p>Under Delaware law, the officers, directors and other fiduciaries of a corporation are not permitted to divert business opportunities from</p>



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the corporation for their own benefit without board approval. Neither Forest's certificate of incorporation nor its bylaws includes any provision renouncing or otherwise modifying the applicability of this general rule.

**New Delaware Holdco**

the corporation for their own benefit without board approval. Section 122 of the Delaware General Corporation Law permits, however, a corporation to renounce its interest in certain types of corporate opportunities by providing so in its certificate of incorporation.

New Delaware Holdco's certificate of incorporation provides that New Delaware Holdco, on behalf of itself and its subsidiaries, renounces any interest or expectancy of it or its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to First Reserve or its affiliates or any of their officers, directors, agents, stockholders, members, partners or affiliates or business opportunities in which any of the foregoing persons participates or desires to participate, even if the opportunity is one that New Delaware Holdco or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so. Further, neither First Reserve nor any person described above will have any duty to communicate or offer any such business opportunity to New Delaware Holdco, and neither First Reserve nor any person described above will have any liability to New Delaware Holdco or any of its subsidiaries or any stockholder for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or



otherwise, by reason of the fact that First Reserve or such person pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business

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 opportunity, or information  
 regarding such business  
 opportunity, to New Delaware  
 Holdco or its subsidiaries.

Notwithstanding the above,  
 however, if one of the persons  
 described above is a director of  
 New Delaware Holdco and is  
 offered a business opportunity in  
 his or her capacity as a director or  
 officer of New Delaware Holdco,  
 such person will be obligated to  
 communicate such opportunity to  
 New Delaware Holdco.

**Exclusive Forum**

Neither Forest's certificate of  
 incorporation nor its bylaws  
 contains any restrictions with  
 respect to the venue in which a  
 shareholder may bring an action.

New Delaware Holdco's certificate  
 of incorporation provides that  
 unless New Delaware Holdco  
 consents in writing to the selection  
 of an alternative forum, the Court  
 of Chancery of the State of  
 Delaware will, to the fullest extent  
 permitted by applicable law, be the  
 sole and exclusive forum for (i)  
 any derivative action or proceeding  
 brought on behalf of New  
 Delaware Holdco, (ii) any action  
 asserting a claim of breach of  
 fiduciary duty owed by any  
 director, officer, employee or agent  
 of New Delaware Holdco to New  
 Delaware Holdco or its  
 stockholders, (iii) any action  
 asserting a claim against New  
 Delaware Holdco arising pursuant  
 to any provision of the Delaware  
 General Corporation Law or New  
 Delaware Holdco's certificate of  
 incorporation or bylaws, or (iv)  
 any action asserting a claim against  
 New Delaware Holdco governed  
 by the internal affairs doctrine,  
 provided in each case that the  
 Court of Chancery has personal

jurisdiction over the indispensable parties named as defendants in such suit.

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**PROPOSAL NO. 2 APPROVAL OF THE AUTHORIZED SHARE PROPOSAL**

*(Item 2 on the proxy card)*

Sabine Investor Holdings, AIV Holdings and Forest agreed in the merger agreement that the Forest certificate of incorporation would be amended to increase the number of authorized Forest common shares.

In the authorized share proposal, Forest is asking its shareholders to authorize an amendment to the Forest certificate of incorporation that will increase the number of authorized Forest common shares from 200,000,000 to 650,000,000. The increase in authorized common shares will permit the issuance of common shares to Sabine Investor Holdings and AIV Holdings pursuant to the merger agreement and the conversion of the Forest convertible common-equivalent preferred shares issued to Sabine Investor Holdings and AIV Holdings pursuant to the merger agreement.

***Required Vote***

The affirmative vote of a majority of the outstanding Forest common shares is required to approve the authorized share proposal. If you vote to abstain or fail to vote, it will have the same effect as voting **AGAINST** this proposal.

**The Forest board recommends a vote **FOR** the authorized share proposal (Item 2).**

**THE MERGER AGREEMENT PROVIDES THAT APPROVAL OF THE AUTHORIZED SHARE PROPOSAL IS A CONDITION TO CLOSING THE COMBINATION TRANSACTION, UNLESS RECEIPT THEREOF IS WAIVED BY FOREST AND SABINE INVESTOR HOLDINGS, AS MORE FULLY DESCRIBED IN THE MERGER AGREEMENT AND OTHER TRANSACTION AGREEMENTS CONDITIONS TO COMPLETION OF THE COMBINATION TRANSACTION.**

In addition, even if Forest common shareholders approve the authorized share proposal, the combination transaction may not be completed if the other conditions to closing the combination transaction are not satisfied or, if allowed by applicable law, waived. Forest can give no assurance that the conditions to closing the combination transaction will be satisfied or so waived.

If the authorized share proposal is not approved and Forest and Sabine Investor Holdings mutually agree to waive this condition, then in exchange for the contribution, Sabine Investor Holdings and AIV Holdings will instead receive shares of Forest Series B convertible common-equivalent preferred stock in lieu of a portion of the Forest common stock that would have been received by them if there were available for issuance a sufficient amount of authorized but unissued common shares. As a result, Sabine Investor Holdings and AIV Holdings would receive (i) 37,822,023 and 12,178,187 shares of Forest common shares, (ii) 1,258,900 and 405,349 shares of Forest Series A convertible common-equivalent preferred stock and (iii) 860,155 and 276,958 shares of Forest Series B convertible common-equivalent preferred stock, respectively. In that case, upon consummation of the combination transaction, and based upon the number of Forest common shares currently outstanding, current Forest common shareholders would hold 70% of the issued and outstanding Forest common shares, representing approximately a 26.5% economic interest in Forest and 20% of the total voting power in Forest, and Sabine Investor Holdings and AIV Holdings will collectively hold 30% of the issued and outstanding Forest common shares, 100% of the issued and outstanding Forest Series A convertible common-equivalent preferred shares and 100% of the issued and outstanding Forest Series B convertible common-equivalent preferred shares, collectively representing approximately a 73.5% economic interest in Forest and 80% of the total voting power in Forest.



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**PROPOSAL NO. 3 APPROVAL OF THE NAME CHANGE PROPOSAL**

***(Item 3 on the proxy card)***

Sabine Investor Holdings, AIV Holdings and Forest agreed in the merger agreement that, subject to the consummation of the combination transaction, the Forest certificate of incorporation would be amended to change the name of Forest to Sabine Oil & Gas Corporation.

In the name change proposal, Forest is asking its shareholders to authorize an amendment to the Forest certificate of incorporation that, subject to the consummation of the combination transaction, will change the name of Forest to Sabine Oil & Gas Corporation.

***Required Vote***

The affirmative vote of a majority of the outstanding Forest common shares is required to approve the name change proposal. If you vote to abstain or fail to vote, it will have the same effect as voting **AGAINST** this proposal.

**The Forest board recommends a vote **FOR** the name change proposal (Item 3).**

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**PROPOSAL NO. 4 VOTE TO APPROVE THE ADOPTION OF THE 2014 LTIP**

**The 2014 LTIP Proposal**

*(Item 4 on the proxy card)*

***Background and Purpose of the Proposal***

The Forest board has adopted the 2014 LTIP, subject to the approval of Forest's shareholders. We are asking Forest's shareholders to approve the adoption of the 2014 LTIP at the special meeting. If the 2014 LTIP is approved, it will become effective on the date immediately prior to the closing date of the combination transaction, and no awards will be granted under the 2014 LTIP until after the effective time of the combination transaction. As described further below, the 2014 LTIP will be used by Forest to grant equity-based awards following the combination transaction to employees, directors and consultants in the discretion of the Compensation Committee. It is currently contemplated that substantially all shares reserved under the 2014 LTIP will be used to grant awards to continuing employees in connection with the closing of the combination transaction or shortly thereafter, but details with respect to the amounts and recipients of individual grants have not been determined at this time. A summary description of the material features of the 2014 LTIP as proposed is set forth below. The following summary does not purport to be a complete description of all the provisions of the 2014 LTIP and is qualified in its entirety by reference to the 2014 LTIP, a copy of which is attached as Annex I to this proxy statement and incorporated in its entirety in this proposal by reference.

Forest currently sponsors the Forest Oil Corporation 2007 Stock Incentive Plan (the 2007 Stock Plan), which provides for director stock awards (for non-employee directors), incentive stock options, options that do not constitute incentive stock options, restricted stock awards, performance awards, and phantom stock awards. A total of 9,513,767 shares of Forest's common stock have been reserved for issuance under the 2007 Stock Plan. As of September 30, 2014, 4,261,641 shares were available for future awards under the 2007 Stock Plan, and 2,392,546 shares were subject to outstanding stock-settled awards under the 2007 Stock Plan (assuming, for purposes of performance awards, achievement of performance at the target level). In the event this 2014 LTIP proposal is approved by Forest's shareholders and the 2014 LTIP becomes effective in accordance with its terms, Forest shall make no further grants under the 2007 Stock Plan following the effective date of the 2014 LTIP.

Forest also sponsors the Forest Oil Corporation 2001 Stock Incentive Plan, as amended (the 2001 Stock Plan), although no further awards may be granted under this plan. As of September 30, 2014, 287,144 shares were subject to outstanding awards under the 2001 Stock Plan.

The approval of the 2014 LTIP will provide a vehicle for Forest to grant equity-based awards following the combination transaction, and will permit Forest to grant a wide variety of equity, equity-based, and cash awards. Maximum flexibility in the types and amounts of awards that can be granted under its compensation program allows Forest to remain competitive by responding quickly to changing trends in the executive compensation market and to find new and more effective ways to tie its executives' pay to company performance. With these principles in mind, the 2014 LTIP is designed to be more in line with current equity compensation practices and metrics employed by Forest's peers. Like Forest's current equity plans, the 2014 LTIP will make available awards through which eligible persons may acquire and maintain stock ownership in Forest.

**Summary of the 2014 LTIP**

*Purposes of the 2014 LTIP.* The purpose of the 2014 LTIP is to attract and retain able persons as employees, directors and consultants of Forest (and its subsidiaries) and to provide incentives to such individuals to devote their abilities and energies to Forest's success through affording such individuals a means to acquire and maintain stock ownership or awards, the value of which is tied to the performance of Forest's common stock.

*Award Types.* The 2014 LTIP permits the grant of nonstatutory options, incentive stock options, stock appreciation rights, restricted stock, restricted stock units, bonus stock, dividend equivalents, and other stock-based awards, any of which may be further designated as performance awards or annual incentive awards (collectively referred to as Awards ).



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*Administration.* The 2014 LTIP will be administered by a committee of the Forest board (the committee) pursuant to its terms and all applicable state, federal or other rules or laws. However, the Forest board may also take any action designated to the committee, unless it is determined that administration of the 2014 LTIP by outside directors is necessary with respect to awards intended to qualify for the performance-based compensation exemption to Section 162(m) of the Internal Revenue Code (Section 162(m)). The committee has the sole discretion to determine the eligible employees, directors and consultants to whom Awards are granted under the 2014 LTIP and the manner in which such Awards will vest. Awards may be granted by the committee to employees, directors and consultants in such amounts (measured in cash, shares of common stock or as otherwise designated), at such times and on such terms and conditions as the committee shall determine. Subject to applicable law and the terms of the 2014 LTIP, the committee is authorized to interpret the 2014 LTIP, to establish, amend and rescind any rules and regulations relating to the 2014 LTIP, to delegate duties under the 2014 LTIP, to terminate, modify or amend the 2014 LTIP (subject to any required shareholder approval as described below), and to make any other determinations that it deems necessary or desirable for the administration of the 2014 LTIP. The committee may correct any defect, supply any omission or reconcile any inconsistency in the 2014 LTIP in the manner and to the extent the committee deems necessary or desirable. All determinations of the committee shall be final, binding and conclusive upon all parties.

*Eligibility to Participate.* The employees eligible to receive Awards under the 2014 LTIP are Forest's employees and those of our subsidiaries. Members of Forest's board who are not employees or consultants of Forest or its subsidiaries and individuals who provide consulting, advisory or other similar services to Forest or its subsidiaries are also eligible to receive Awards. As of September 30, 2014, Forest had 185 employees, 6 non-employee directors and no consultants who would be eligible to participate in the 2014 LTIP. Eligible employees, directors or consultants who are designated by the committee to receive an Award under the 2014 LTIP are referred to as participants.

*Individual Limitations on Awards.* The 2014 LTIP provides that a participant who is expected to be a covered employee within the meaning of Section 162(m) may not receive (i) grants of share-denominated Awards (other than options and stock appreciation rights) that are intended to qualify for the performance-based exception to Section 162(m) during a calendar year with respect to more than 1,000,000 shares of Forest's common stock, (ii) grants of options and stock appreciation rights during a calendar year with respect to more than 1,000,000 shares of Forest's common stock and (iii) dollar-denominated Awards during a calendar year that are intended to qualify for the performance-based exception to Section 162(m) with a value determined on the date of grant in excess of \$5,000,000. These limits are not intended to suggest that the amount of compensation received by any individual expected to be a covered employee will be the maximum set forth in the 2014 LTIP.

*Number of Shares Subject to the 2014 LTIP.* The maximum number of shares of Forest's common stock that may be issued under the 2014 LTIP is 20,000,000 shares, subject to certain adjustments as provided in the 2014 LTIP. The closing price of a share of Forest's common stock on the NYSE on October 1, 2014 was \$1.11. If an Award expires or is canceled, forfeited, exchanged, or settled in cash, or otherwise terminates, including shares forfeited with respect to restricted stock, the shares subject to those Awards will again be available for issuance under the 2014 LTIP, unless an applicable law or regulation prevents such re-issuance. Shares withheld in payment of any exercise or purchase price of an Award or taxes related to an Award will not be available for future issuance under the 2014 LTIP.

*Source of Shares.* Common stock issued under the 2014 LTIP may come from authorized but unissued shares of Forest's common stock, from treasury stock held by Forest or from previously issued shares of common stock reacquired by Forest, including shares purchased on the open market.

*Stock Options.* Stock options to purchase one or more shares of Forest's common stock may be granted under the 2014 LTIP. The committee may determine to grant stock options that are either incentive stock options governed by Section 422 of the Internal Revenue Code, or stock options that are not intended to meet these requirements (called

nonstatutory options ). The committee will determine the specific terms and conditions of

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any stock option at the time of grant. The exercise price of any stock option will not be less than 100% of the fair market value of a share of Forest's common stock on the date of the grant (other than in limited situations pertaining to substitute Awards), and in the case of an incentive stock option granted to an eligible employee that owns more than 10% of Forest's common stock, the exercise price will not be less than 110% percent of the fair market value of Forest's common stock on the date of grant. The term for a stock option may not exceed 10 years and incentive stock options may not be granted more than ten years after the date of adoption of the 2014 LTIP. The committee will determine the methods and form of payment for the exercise price of an option (including, in the discretion of the committee, payment in common stock, other Awards, or other property) and the methods and forms in which common stock will be delivered to a participant.

*Stock Appreciation Rights.* The committee may grant stock appreciation rights (or SARs) independent of or in connection with a stock option. The grant, or exercise, price per share of an SAR will be an amount determined by the committee and will be not less than the fair market value per share of the common stock on the date the SAR is granted. Generally, each SAR will entitle a participant upon exercise to an amount equal to (i) the excess of (a) the fair market value of one share of common stock on the exercise date over (b) the exercise price, multiplied by (ii) the number of shares of common stock covered by the SAR. Payment shall be made in common stock or in cash, or partly in common stock and partly in cash, as determined by the committee. The term of an SAR may not exceed 10 years.

*Restricted Stock.* Restricted stock may be granted under the 2014 LTIP, which means shares of Forest's common stock are granted to an individual subject to transfer limitations, a risk of forfeiture and other restrictions imposed by the committee in its discretion. During the restricted period, the participant may not sell, assign or otherwise dispose of the restricted stock, and any stock certificate will contain an appropriate legend noting the restrictions upon such common stock until such time as all restrictions have been removed. Restrictions may lapse at such times and under such circumstances as determined by the committee. During the restricted period, the holder will have rights as a shareholder, including the right to vote the common stock subject to the award and to receive cash dividends thereon (which may, if required by the committee be held by Forest during the restricted period subject to the same vesting terms as applicable to the underlying restricted stock award). Unless otherwise determined by the committee, common stock distributed to a holder of a restricted stock Award in connection with a stock split or stock dividend, and other property (other than cash) distributed as a dividend, will be subject to restrictions and a risk of forfeiture to the same extent as the underlying restricted stock Award with respect to which such common stock or other property has been distributed.

*Restricted Stock Units.* Restricted stock units (RSUs) are rights to receive shares of common stock, cash or a combination thereof at the end of a specified period. The committee may subject RSUs to restrictions (which may include a risk of forfeiture) to be specified in the Award agreement and such restrictions may lapse at such times and under such circumstances as determined by the committee. RSUs may be satisfied by delivery of shares of common stock, cash equal to the fair market value of the specified number of shares of common stock covered by the RSUs, or any combination thereof determined by the committee at the date of grant or thereafter. Dividend equivalents on the specified number of shares of common stock covered by RSUs will either be paid on the dividend payment date with respect to such RSUs in cash or in shares of unrestricted common stock having a fair market value equal to the amount of such dividends or deferred with respect to such RSUs and the amount or value thereof automatically deemed reinvested in additional RSUs or other Awards, unless otherwise determined by the Committee on the date of grant.

*Bonus Stock.* Bonus stock awards may be granted to eligible individuals. Each bonus stock award will constitute a transfer of unrestricted shares of common stock on terms and conditions determined by the committee.

*Dividend Equivalents.* Dividend equivalents may be granted to eligible individuals, entitling the participant to receive cash, common stock, other Awards or other property equal in value to dividends paid with respect to a



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specified number of shares of common stock, or other periodic payments at the discretion of the committee. Dividend equivalents may be awarded on a freestanding basis or in connection with another Award. The committee may provide that dividend equivalents will be payable or distributed when accrued, deferred until a later payment date or deemed reinvested in additional common stock, Awards, or other investment vehicles. The committee will specify any restrictions on transferability and risks of forfeiture imposed upon dividend equivalents.

*Other Stock-Based Awards.* Other stock-based awards may be granted that consist of a right denominated in or payable in, valued in whole or in part by reference to, or otherwise based on or related to shares of Forest's common stock, subject to applicable legal limitations and the terms of the 2014 LTIP. In the discretion of the committee, other stock-based awards may be subject to such vesting and other terms as the committee may establish, including performance goals. Cash awards may be granted as an element of or a supplement to any other stock-based awards permitted under the 2014 LTIP.

*Performance Awards; Annual Incentive Awards.* The committee may designate that certain Awards granted under the Plan constitute performance Awards. A performance Award is any Award the grant, exercise or settlement of which is subject to one or more performance standards. If the committee determines that a participant is expected to be a covered employee under Section 162(m) and the contemplated Award is intended to qualify as performance-based compensation under such section, then the grant, exercise and/or settlement of such Award will be contingent upon the achievement of one or more pre-established performance goals based on one or more of the business criteria set forth below. With respect to Awards intended to constitute performance-based compensation, performance goals will be designed to be objective, substantially uncertain of achievement at the date of grant, and to otherwise meet the requirements of Section 162(m) of the Internal Revenue Code and the regulations thereunder. Performance goals may vary among Award recipients or among Awards to the same recipient. Performance goals will be established not later than 90 days after the beginning of any performance period applicable to such Awards, or at such other date as may be required or permitted for performance-based compensation under Section 162(m) of the Internal Revenue Code. If the committee notes that it will exclude the impact of any or all of the following events or occurrences at the time it establishes the performance goals for the relevant performance period, then the following events may be appropriately excluded, as applicable: (a) asset write-downs; (b) litigation, claims, judgments or settlements; (c) the effect of changes in tax law or other such laws or regulations affecting reported results; (d) accruals for reorganization and restructuring programs; (e) any extraordinary, unusual or nonrecurring items as described in the Accounting Standards Codification Topic 225, as the same may be amended or superseded from time to time; (f) any change in accounting principles as defined in the Accounting Standards Codification Topic 250, as the same may be amended or superseded from time to time; (g) any loss from a discontinued operation as described in the Accounting Standards Codification Topic 360, as the same may be amended or superseded from time to time; (h) goodwill impairment charges; (i) operating results for any business acquired during the calendar year; and (j) third party expenses associated with any acquisition by Forest or any subsidiary.

One or more of the following business criteria for Forest, on a consolidated basis, and/or for specified subsidiaries, divisions, businesses or geographical units of Forest (except with respect to stock price and earnings per share criteria), will be used by the committee in establishing performance goals: (1) earnings per share; (2) increase in revenues; (3) increase in cash flow; (4) increase in cash flow from operations; (5) increase in cash flow return; (6) return on net assets; (7) return on assets; (8) return on investment; (9) return on capital; (10) return on equity; (11) economic value added; (12) operating margin; (13) contribution margin; (14) net income; (15) net income per share; (16) pretax earnings; (17) pretax earnings before interest, depreciation and amortization; (18) pretax operating earnings after interest expense and before incentives, service fees, and extraordinary or special items; (19) total shareholder return; (20) debt reduction; (21) market share; (22) change in the fair market value of the common stock; (23) operating income; (24) operating results; and (25) any of the above goals determined on an absolute or relative basis or as compared to the performance of a published or special index deemed applicable by the Committee

including, but not limited to, the Standard & Poor's 500 Stock Index or a group of comparable companies.

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If the committee determines that a participant is expected to be a covered employee under Section 162(m) and the contemplated Award is intended to qualify as performance-based compensation under such section, then the committee may, in its discretion, reduce the amount of a settlement otherwise to be made in connection with such performance-based compensation, but may not exercise discretion to increase any such amount payable to that participant.

The committee may establish an unfunded pool for purposes of measuring performance against performance goals. Settlement of performance pool Awards may be in common stock, cash, or a combination of common stock and cash at the discretion of the committee. The committee shall specify the circumstances in which a performance Award shall be paid or forfeited in the event of termination of employment by a participant prior to the end of a performance period or settlement of performance Awards. All determinations by the committee as to the establishment, amount and achievement of performance goals will be made in writing and the committee may not delegate any responsibility relating to such Awards granted to participants expected to be covered employees under Section 162(m).

The foregoing summary of performance Awards (including with respect to the applicable business criteria and unfunded award pools) also generally applies with respect to annual incentive Awards that may be granted to participants pursuant to the 2014 LTIP.

*Tax Withholding.* Forest and its subsidiaries are authorized to withhold from any Award granted, or any payment relating to an Award under the 2014 LTIP, including from a distribution of common stock, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take any other action the committee may deem advisable to enable Forest and participants to satisfy obligations for the payment of withholding taxes and other tax obligations related to an Award.

*Subdivision or Consolidation.* In the event of a change in control (as defined in the 2014 LTIP), certain changes to Forest's capitalization, such as a stock split, stock combination, stock dividend, extraordinary cash dividend, exchange of shares, or other recapitalization, merger or otherwise, that result in an increase or decrease in the number of outstanding shares of common stock, appropriate adjustments will be made by the committee as to the number and price of shares subject to an Award, the number of shares available for issuance under the 2014 LTIP, and the maximum individual limitations applicable to certain Awards. The committee may also provide for accelerated vesting (in full or in part) of such Awards, conversion of such Awards into awards denominated in the securities or other interests of any successor Person, or the cash settlement of such Awards in exchange for the cancellation thereof.

*Change in Control.* Upon a change in control, the committee shall have the discretion without the consent or approval of any holder to take any of the following actions: (i) accelerate the time at which options or SARs may be exercisable or become vested; (ii) require the surrender of Awards, including for no consideration; or (iii) make any such adjustments as the committee determines appropriate.

*Termination of Employment.* The treatment of an Award upon a termination of employment or any other service relationship shall be specified in the agreement controlling such Award.

*Amendment.* The Forest board may amend, alter, suspend, discontinue or terminate the 2014 LTIP at any time, subject to the approval of Forest's shareholders if required by any state or federal law or regulation or the rules of any stock exchange; provided, that without the consent of an affected participant, no such action by the Forest board may materially and adversely affect the rights of such participant under any previously granted and outstanding Award. The committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award previously granted, except as otherwise provided in the 2014 LTIP; provided, that without the consent of an affected participant, no such committee action may materially and adversely affect the rights of a participant under

such Award.



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*Term and Termination of the Plan.* The Forest board in its discretion may terminate the 2014 LTIP at any time with respect to any shares of common stock that are not subject to previously granted Awards. No further Awards may be granted under the 2014 LTIP after the 10th anniversary of its effective date.

*Transferability of Awards.* Awards will not generally be transferable other than by will or the laws of descent and distribution, or pursuant to a qualified domestic relations order issued by a court of competent jurisdiction. An incentive stock option will not be transferable other than by will or the laws of descent and distribution. With respect to a specific nonstatutory option or SAR, in accordance with rules and procedures established by the committee from time to time, the participant may transfer, for estate planning purposes, all or part of such Award to one or more immediate family members or related family trusts or partnerships or similar entities, as determined by the committee. Any attempt to transfer an Award in violation of the terms of the 2014 LTIP or without proper notification to the committee shall be deemed null and void, and at the discretion of the committee, may result in a forfeiture of that Award.

*Clawback Policy.* The 2014 LTIP will be subject to any written clawback policy of Forest, whether in effect on the effective date of the plan or adopted by Forest in the future, which policy may subject a participant's Awards, or amounts paid or realizable under such Awards, under the 2014 LTIP to reduction, cancellation, forfeiture or recoupment if certain events or wrongful conduct specified in the policy occur.

### ***Federal Income Tax Consequences***

The following discussion is for general information only and is intended to summarize briefly the U.S. federal income tax consequences of certain transactions contemplated under the 2014 LTIP. This description is based on laws, regulations and guidance currently in effect, which are subject to change (possibly retroactively). The tax treatment of participants in the 2014 LTIP may vary depending on each participant's particular situation and may, therefore, be subject to special rules not discussed below. No attempt has been made to discuss any potential foreign, state or local tax consequences. Participants are advised to consult with a tax advisor concerning the specific tax consequences of their participation in the 2014 LTIP.

### ***Tax Consequences to Participants under the 2014 LTIP***

*Stock Options and Stock Appreciation Rights.* Participants will not realize taxable income upon the grant of a stock option or an SAR. Upon the exercise of a nonstatutory option or an SAR, a participant will recognize ordinary compensation income in an amount equal to the excess of (i) the amount of cash and the fair market value of the common stock received, over (ii) the exercise price of the Award. A participant will generally have a tax basis in any shares of common stock received pursuant to the exercise of a nonstatutory option or SAR that equals the fair market value of such shares on the date of exercise. In general, Forest will be entitled to a deduction for federal income tax purposes that corresponds as to timing and amount with the compensation income recognized by a participant. When a participant sells the common stock acquired as a result of the exercise of a nonstatutory option or SAR, any appreciation (or depreciation) in the value of the common stock after the exercise date is treated as long- or short-term capital gain (or loss) for federal income tax purposes, depending on the holding period. The common stock must be held for more than 12 months to qualify for long-term capital gain treatment.

Participants eligible to receive a stock option intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code will not recognize taxable income on the grant of an incentive stock option. Upon the exercise of an incentive stock option, a participant will not recognize taxable income, although the excess of the fair market value of the shares of common stock received upon exercise of the incentive stock option ( ISO Stock ) over the exercise price will be included in the participant's income for alternative minimum tax purposes.

Upon the disposition of ISO Stock that has been held for the required holding period (generally, until the later of two years from the date of grant and one year from the date of exercise of the incentive stock option), a

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participant will generally recognize capital gain (or loss) equal to the excess (or shortfall) of the amount received in the disposition over the exercise price paid by the participant for the ISO Stock. However, if a participant disposes of ISO Stock that has not been held for the requisite holding period (a Disqualifying Disposition), the participant will recognize ordinary compensation income in the year of the Disqualifying Disposition in an amount equal to the amount by which the fair market value of the ISO Stock at the time of exercise of the incentive stock option (or, if less, the amount realized in the case of an arm's length disposition to an unrelated party) exceeds the exercise price paid by the participant for such ISO Stock. A participant would also recognize capital gain to the extent the amount realized in the Disqualifying Disposition exceeds the fair market value of the ISO Stock on the exercise date. If the exercise price paid for the ISO Stock exceeds the amount realized (in the case of an arm's-length disposition to an unrelated party), such excess would ordinarily constitute a capital loss.

Forest will generally not be entitled to any federal income tax deduction upon the grant or exercise of an incentive stock option, unless a participant makes a Disqualifying Disposition of the ISO Stock. If a participant makes a Disqualifying Disposition, Forest will then generally be entitled to a tax deduction that corresponds as to timing and amount with the compensation income recognized by the participant.

Under current rulings, if a participant transfers previously held shares of common stock (other than ISO Stock that has not been held for the requisite holding period) in satisfaction of part or all of the exercise price of a stock option, whether a nonstatutory option or an incentive stock option, no additional gain will be recognized on the transfer of such previously held shares in satisfaction of the nonstatutory option or incentive stock option exercise price (although a participant would still recognize ordinary compensation income upon exercise of a nonstatutory option in the manner described above). Moreover, that number of shares of common stock received upon exercise which equals the number of shares of previously held common stock surrendered in satisfaction of the nonstatutory option or incentive stock option exercise price will have a tax basis that equals, and a capital gains holding period that includes, the tax basis and capital gains holding period of the previously held shares of common stock surrendered in satisfaction of the nonstatutory option or incentive stock option exercise price. Any additional shares of common stock received upon exercise will have a tax basis that equals the amount of cash (if any) paid by the participant, plus the amount of compensation income recognized by the participant under the rules described above.

*Cash Awards; Restricted Stock Units; Restricted Stock; Bonus Stock.* A participant will recognize ordinary compensation income upon receipt of cash pursuant to a cash award or, if earlier, at the time the cash is otherwise made available for the participant to draw upon. A participant will not have taxable income at the time of grant of a restricted stock unit, but rather, will generally recognize ordinary compensation income at the time he or she receives cash or a share of Forest common stock in settlement of the restricted stock unit award, as applicable, in an amount equal to the cash or the fair market value of the common stock received. The dividend equivalents, if any, received with respect to a restricted stock unit award will be taxable as ordinary compensation income, not dividend income, when paid.

A recipient of restricted stock or bonus stock generally will be subject to tax at ordinary income tax rates on the fair market value of the common stock when it is received, reduced by any amount paid by the recipient; however, if the common stock is not transferable and is subject to a substantial risk of forfeiture when received, a participant will recognize ordinary compensation income in an amount equal to the fair market value of the common stock (i) when the common stock first becomes transferable or is no longer subject to a substantial risk of forfeiture, in cases where a participant does not make a valid election under Section 83(b) of the Internal Revenue Code, or (ii) when the Award is received, in cases where a participant makes a valid election under Section 83(b) of the Internal Revenue Code. If a Section 83(b) election is made and the shares are subsequently forfeited, the recipient will not be allowed to take a deduction for the value of the forfeited shares. If a Section 83(b) election has not been made, any dividends received with respect to restricted stock that is subject at that time to a risk of forfeiture or restrictions on transfer generally will

be treated as compensation that is taxable as ordinary income to the recipient; otherwise the dividends will be treated as dividend income.

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The tax basis in the common stock received by a participant will equal the amount recognized by him as compensation income under the rules described in the preceding paragraph, and the participant's capital gains holding period in those shares will commence on the later of the date the shares are received or the restrictions lapse. In general, Forest will be entitled to a deduction for federal income tax purposes that corresponds as to timing and amount with the compensation income recognized by a participant in respect of a cash award, restricted stock unit award, restricted stock award or bonus award.

***Tax Consequences to Forest***

**Golden Parachute Payments.** Forest's ability to obtain a deduction for future payments under the 2014 LTIP could also be limited by the golden parachute rules of Section 280G of the Internal Revenue Code, which prevent the deductibility of certain excess parachute payments made in connection with a change in control of a corporation to which the participant renders services.

**Performance-Based Compensation.** In general, Section 162(m) limits Forest's compensation deduction to \$1,000,000 paid in any tax year to any covered employee as defined under Section 162(m). This deduction limitation does not apply to certain types of compensation, including performance-based compensation within the meaning of Section 162(m). The terms of the 2014 LTIP permit, but do not require, Forest to grant performance-based Awards under the plan that are intended to satisfy the requirements of performance-based compensation so that such Awards will be deductible by Forest for federal income tax purposes.

***New Plan Benefits***

No Awards have been granted under the 2014 LTIP. The benefits or amounts that will be received by or allocated to each named executive officer, all current executive officers as a group, all directors who are not executive officers as a group, and all employees who are not executive officers as a group under the 2014 LTIP, as well as the benefits or amounts that would have been so received or allocated had the 2014 LTIP been in effect in 2013, are not presently determinable.

***Securities Authorized for Issuance Under Equity Compensation Plans***

The following table shows, as of December 31, 2013, information with respect to compensation plans under which shares of Forest common stock are authorized for issuance.

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options</b>	<b>Weighted-average exercise price of outstanding options (\$)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans<sup>(3)</sup></b>
Equity compensation plans approved by shareholders	1,951,486 <sup>(1)</sup>	\$ 17.2113 <sup>(2)</sup>	4,019,827 <sup>(3)(4)</sup>
Equity compensation plans not approved by shareholders	290,000 <sup>(5)</sup>	N/A	0
<b>Total</b>	<b>2,241,486</b>		<b>4,019,827</b>

- (1) Includes (i) shares underlying outstanding stock options to purchase shares of Forest's common stock under Forest's 2001 Stock Plan and the 2007 Stock Plan, and (ii) an aggregate of 1,320,280 shares issuable under performance unit awards granted under Forest's 2007 Stock Plan. Under the terms of the performance unit award agreements, each performance unit represents a contractual right to receive one share of Forest common stock; provided that the actual number of shares that may be deliverable under the award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group over a thirty-six month performance period. The amount in this column assumes the maximum 200% payout.
- (2) Amount reflects the weighted-average exercise price of outstanding stock options as of December 31, 2013.

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- (3) Includes shares of Forest's common stock available for issuance under (i) Forest's Employee Stock Purchase Plan, and (ii) the 2007 Stock Plan. As of December 31, 2013, 712,772 shares of common stock were available for future issuance under the Employee Stock Purchase Plan, and 3,307,055 shares of common stock were available for future issuance under the 2007 Stock Plan. Under the terms of the outstanding performance unit award agreements, each performance unit represents a contractual right to receive one share of Forest common stock; provided that the actual number of shares that may be deliverable under the award will range from 0% to 200% of the number of performance units awarded, depending on Forest's relative total shareholder return in comparison to an identified peer group over a thirty-six month performance period. This column assumes the maximum number of shares that may be issued to the respective participants under the terms of the performance unit award agreements. As of December 31, 2013, there would have been no payout under any outstanding performance awards, assuming the performance period had ended on that date.
- (4) Amount does not reflect (i) 1,924,819 outstanding cash-settled phantom stock units, or (ii) 1,412,000 outstanding cash-settled performance units. The cash-settled performance units assume the maximum 200% payout.
- (5) Consists of 290,000 shares potentially issuable under a performance unit award to Mr. McDonald granted under the inducement award exemption under the NYSE listing rules. This award does not satisfy the requirements of performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code, and assumes a maximum payout of 200%. Each performance unit represents a contractual right to receive one share of Forest's common stock; provided that the actual number of shares that may be deliverable under an award will range from 0% to 200% of the number of performance units identified in the award, depending on Forest's relative total shareholder return in comparison to an identified peer group during the thirty-six-month performance period. The amount in this column assumes the maximum 200% payout. As of December 31, 2013, there would have been no payout under this award, assuming the performance period ended on that date.

In the event this 2014 LTIP proposal is approved by Forest's shareholders and the 2014 LTIP becomes effective in accordance with its terms, Forest shall make no further grants under the 2007 Stock Plan following the effective date of the 2014 LTIP.

***Consequences of Failing to Approve the Proposal***

The 2014 LTIP will not be implemented and no grants pursuant thereto will be made unless it is approved by Forest's shareholders and the combination transaction is completed.

***Required Vote***

Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve this proposal. If you vote to abstain, it will have the same effect as voting AGAINST this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The Forest board recommends a vote FOR the 2014 LTIP proposal (Item 4).**

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**PROPOSAL NO. 5 VOTE ON CERTAIN TERMS OF THE 2014 LTIP FOR PURPOSES OF  
COMPLYING WITH THE REQUIREMENTS OF SECTION 162(M) OF  
THE INTERNAL REVENUE CODE**

**The Section 162(m) Proposal**

*(Item 5 on the proxy card)*

***Background and Purpose of the Proposal***

In addition to generally approving the 2014 LTIP, the Forest board is also requesting that shareholders approve the material terms of the 2014 LTIP so that certain designated awards under the 2014 LTIP may qualify for exemption from the deduction limitations of Section 162(m) of the Internal Revenue Code. As discussed in Proposal 4 above, under Section 162(m) of the Internal Revenue Code, the federal income tax deductibility of compensation paid to Forest's Chief Executive Officer and three other most highly compensated officers (other than Forest's Chief Executive Officer or Chief Financial Officer) determined pursuant to the executive compensation disclosure rules under the Securities Exchange Act of 1934 (Covered Employees) may be limited to the extent such compensation exceeds \$1,000,000 in any taxable year. However, Forest may deduct compensation paid to its Covered Employees in excess of that amount if it qualifies as performance-based compensation as defined in Section 162(m) of the Internal Revenue Code. In addition to certain other requirements, in order for awards under the 2014 LTIP to constitute performance-based compensation, the material terms of the 2014 LTIP must be disclosed to and approved by Forest's shareholders in connection with this proxy statement.

Under the Section 162(m) regulations, the material terms of the 2014 LTIP are (i) the maximum amount of compensation that may be paid to a participant under the 2014 LTIP in any fiscal year, (ii) the employees eligible to receive compensation under the 2014 LTIP, and (iii) the business criteria on which the performance goals are based. Forest intends that certain awards under the 2014 LTIP should meet the requirements of qualified performance-based compensation under Section 162(m) of the Internal Revenue Code. Accordingly, Forest is asking its shareholders to approve the material terms of the 2014 LTIP for purposes of Section 162(m) of the Internal Revenue Code so that awards under the 2014 LTIP that are intended to qualify as performance-based compensation within the meaning of Section 162(m) of the Internal Revenue Code, and that meet all the requirements thereof, will be fully deductible by Forest. The material terms of the 2014 LTIP are disclosed above in Proposal 4 as follows: (i) the maximum amount of compensation is described in the section entitled Proposal No. 4 Vote to Approve the Adoption of the 2014 LTIP Summary of the 2014 LTIP Individual Limitations on Awards, (ii) the eligible employees are described in the section entitled Proposal No. 4 Vote to Approve the Adoption of the 2014 LTIP Summary of the 2014 LTIP Eligibility to Participate, and (iii) the business criteria are described in the section entitled Proposal No. 4 Vote to Approve the Adoption of the 2014 LTIP Summary of the 2014 LTIP Performance Awards; Annual Incentive Awards.

***Consequences of Failing to Approve the Proposal***

Failure of Forest's shareholders to approve the Section 162(m) proposal will mean that Forest cannot grant awards that, but for the failure to obtain shareholder approval, are intended to meet the requirements of performance-based compensation to Covered Employees under the 2014 LTIP, however, such failure shall not limit in any other manner the amount and type of awards that may be granted to Covered Employees under the 2014 LTIP.

***Required Vote***



Assuming the presence of a quorum, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve this proposal. If you vote to abstain, it will have the same effect as voting AGAINST this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal, but it will make it more difficult to have a quorum. Accordingly, it is important that you provide Forest with your proxy or attend the special meeting in person so that your shares are counted towards the quorum and this requirement.

**The Forest board recommends a vote FOR the Section 162(m) proposal (Item 5).**

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**PROPOSAL NO. 6 APPROVAL OF THE ADJOURNMENT OR CONTINUATION OF  
THE SPECIAL MEETING**

**Adjournment Proposal**

*(Item 6 on the proxy card)*

The Forest special meeting may be adjourned or postponed to another time or place, if necessary or appropriate to permit further solicitation of proxies if necessary to obtain additional votes in favor of the share issuance proposal or the authorized share proposal. If, at the special meeting, the number of Forest common shares present or represented and voting in favor of the share issuance proposal or the authorized share proposal is insufficient to approve the corresponding proposals, Forest may adjourn or postpone the special meeting in order to enable the Forest board to solicit additional proxies for approval of such proposals.

In the adjournment proposal, Forest is asking its shareholders to authorize the holder of any proxy solicited by the Forest board to vote in favor of granting discretionary authority to the proxy holders, and to each proxy holder individually, to adjourn or postpone the special meeting to another time and place for the purpose of soliciting additional proxies. If the shareholders approve this proposal, Forest could adjourn or postpone the meeting and any adjourned or postponed session of the meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from shareholders who have previously voted.

***Required Vote***

Whether or not a quorum is present at the special meeting, the affirmative vote of a majority of the Forest common shares present (in person or by proxy) at the special meeting and entitled to vote on the record date is required to approve this proposal. If you vote to abstain, it will have the same effect as voting **AGAINST** this proposal. If you fail to vote, it will have no effect on the voting outcome of this proposal.

**The Forest board recommends a vote **FOR** the adjournment proposal (Item 6).** For a discussion of interests of Forest's directors and executive officers in the combination transaction that may be different from, or in addition to, Forest's shareholders generally, see Proposal No. 1 The Share Issuance Interests of Forest's Executive Officers and Directors in the Combination Transaction.

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**SHAREHOLDER PROPOSALS FOR THE 2015 ANNUAL MEETING**

Any proposal that a shareholder wishes to include in Forest's proxy materials for the 2015 annual meeting of shareholders, in accordance with the regulations of the SEC, must be received no later than November 26, 2014. The written proposal will need to comply with the regulations of the SEC under Rule 14a-8 regarding the inclusion of shareholder proposals in company-sponsored proxy materials. Proposals should be addressed to: Secretary, Forest Oil Corporation, 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202, or sent to the Secretary via facsimile at (303) 812-1445.

Any proposal or nomination for director that a shareholder wishes to propose for consideration at the 2015 annual meeting of shareholders, but does not seek to include in Forest's proxy statement under the applicable SEC rules, must be submitted in accordance with Forest's Bylaws, and must be received at our principal executive offices no earlier than November 26, 2014, and not later than December 26, 2014. Any such proposal must be an appropriate subject for shareholder action under applicable law and must otherwise comply with Article I of Forest's Bylaws and must be submitted in writing and mailed to Forest's Secretary, at the address shown above.

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**WHERE YOU CAN FIND MORE INFORMATION**

Forest files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy these reports, proxy statements and other information at the Public Reference Room of the SEC at 100 F Street, NE, Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, like Forest, who file electronically with the SEC. The address of the site is [www.sec.gov](http://www.sec.gov). The reports and other information filed by Forest with the SEC are also available at Forest's Internet website. The address of the site is [www.forestoil.com](http://www.forestoil.com). The web address of the SEC and Forest are included as inactive textual references only. Except as specifically incorporated by reference into this document, information on those websites is not part of this document.

**Neither Sabine nor Forest has authorized anyone to give any information or make any representation about the combination transaction or any of the parties that is different from, or in addition to, that contained in this document or in any of the materials that have been incorporated in this document. Therefore, if anyone does give you information of this sort, you should not rely on it. If you are in a jurisdiction where the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then solicitation made pursuant to this document does not extend to you. The information contained in this document speaks only as of the date of this document unless the information specifically indicates that another date applies.**

**This document contains a description of the representations and warranties that each of Sabine and Forest made to the other in the merger agreement. Representations and warranties made by Sabine, Forest and other applicable parties are also set forth in contracts and other documents that are attached or filed as exhibits to this document. These representations and warranties were made as of specific dates, may be subject to important qualifications and limitations agreed to between the parties in connection with negotiating the terms of the agreement, and may have been included in the agreement for the purpose of allocating risk between the parties rather than to establish matters as facts.**

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**Annex A**

**INFORMATION CONCERNING SABINE OIL & GAS LLC**

**BUSINESS**

In this Annex A, references to Sabine and the Company refer to Sabine Oil & Gas LLC (formerly, NFR Energy LLC) and its subsidiaries.

**Overview**

Sabine is an independent oil and natural gas company engaged in the acquisition, development, exploitation and exploration of oil and natural gas properties onshore in the United States. Sabine's operations are focused in three core geographic areas:

East Texas, targeting the Cotton Valley Sand and Haynesville Shale formations;

South Texas, targeting the Eagle Ford Shale formation; and

North Texas, targeting the Granite Wash formation.

From Sabine's inception in 2007 through 2012, it was focused primarily in East Texas, where Sabine completed multiple acquisitions and executed a development program to build an extensive inventory of Cotton Valley Sand and Haynesville Shale drilling locations. During 2012, Sabine established its initial position in South Texas in the Eagle Ford Shale formation through two farm-out agreements with a major operator, establishing a footprint in the basin at an attractive upfront cost. Subsequently, Sabine has completed three additional transactions and grassroots leasing in the Eagle Ford Shale, and it continues to pursue attractive acquisition and leasing opportunities in the play. Sabine's North Texas position was acquired from a privately-held company in December 2012 and is concentrated in the Granite Wash formation. In December 2013, Sabine sold its interests in certain oil and natural gas properties in the Texas Panhandle and surrounding Oklahoma area. In 2014, Sabine has purchased additional working interests in certain of its operated Granite Wash properties.

Through Sabine's drilling program and its acquisition activities, Sabine has grown production from approximately 32 MMcfe/d for the twelve months ended December 31, 2008, to approximately 206 MMcfe/d for the three months ended June 30, 2014, representing a compound annual growth rate (CAGR) of 40%. During that same period, the percentage of Sabine's production comprised of oil and natural gas liquids (NGLs), which Sabine collectively refers to as liquids grew from approximately 12% of total production to approximately 32%.

As of June 30, 2014, Sabine held interests in approximately 127,200 gross (101,800 net) acres in East Texas, 41,000 gross (34,000 net) acres in South Texas and 51,700 gross (37,300 net) acres in North Texas. As of June 30, 2014, Sabine was the operator on 95%, 100% and 99% of Sabine's net acreage positions in East Texas, South Texas and North Texas, respectively.

From Sabine's formation through December 31, 2013, it had drilled over 194 total wells, including over 129 horizontal wells. Sabine has utilized drilling and completion expertise gained in its East Texas operations and extended that

expertise to its South Texas operations where it has reported an average initial 30-day production rate of approximately 2,400 Boe/d for the first eight wells in Sabine's Sugarkane prospect and approximately 1,400 Boe/d for the first eight wells in Sabine's South Shiner prospect.

The hydrocarbon content of this inventory ranges from predominantly oil to entirely natural gas, providing significant optionality in Sabine's capital allocation to maximize returns in a wide variety of commodity price environments. Furthermore, Sabine's acreage in the Haynesville Shale is approximately 95% held by production, which gives it flexibility to focus its drilling and completion capital program on its liquids-rich Eagle Ford Shale, Granite Wash and Cotton Valley Sand positions and defer development in the Haynesville Shale until commodity prices justify such development.

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Sabine's 2014 drilling and completion capital program is focused on projects that exhibit attractive economics and best continue to drive Sabine's growth in cash flow. Sabine's full year 2014 capital expenditures are forecasted to total approximately \$625 million, and Sabine expects to spend approximately \$520 million on drilling and completion activities and approximately \$105 million on leasing and other activities. Drilling and completion expenditures include approximately \$210 million for the development of proved undeveloped reserves and approximately \$310 million for the development of unproved reserves. As of June 30, 2014, Sabine has spent approximately \$98 million for the development of proved reserves and approximately \$188 million for the development of unproved reserves. Sabine's forecasted drilling and completion expenditures for the development of proved undeveloped reserves in 2014 was reduced from figures incorporated in Sabine's third party report as of December 31, 2013 in relation to 2014 development. Sabine revised the near term development program to focus on areas in North Texas and East Texas where recent completions support greater economic results. Certain 2014 proved undeveloped projects are now expected to be developed in 2015; however, the revisions to Sabine's development program do not extend the development of any proved undeveloped reserves beyond five years from the date of initial booking and do not significantly impact the present value of estimated future cash flows. Also, consistent with Sabine's historical practice, Sabine periodically reviews its capital expenditures and adjusts its budget based on liquidity, commodity prices and drilling results. As of June 30, 2014, Sabine has spent approximately \$358 million of its 2014 capital budget, of which approximately \$286 million was spent on drilling and completion activities, \$39.5 million on working interest acquisitions and approximately \$32.5 million on leasing and other activities.

As of December 31, 2013, Sabine had overall estimated proved reserves of 839.3 Bcfe, consisting of 596.0 Bcfe in East Texas, 182.6 Bcfe in South Texas and 60.7 Bcfe in North Texas. Approximately 56% of Sabine's proved reserves were classified as proved developed, and 30% of Sabine's proved reserves were liquids. The following chart summarizes certain operating information of Sabine's properties as of December 31, 2013:

Area	Gross Acreage	Net Acreage	% Held By Production	Bcfe	Estimated Net Proved Reserves Average WI/NRI	% Developed
<b>East Texas<sup>(1)</sup></b>						
Cotton Valley Sand	100,488	88,900	95%	514.3	76.5% / 60.3%	58.8%
Haynesville Shale	85,004	67,283	95%	81.7	75.4% / 58.6%	86.2%
<b>South Texas</b>						
Sugarkane	2,631	2,387	90%	118.9	92.3% / 72.5%	34.8%
South Shiner	29,150	24,196	20%	53.6	57.1% / 44.1%	21.3%
North Shiner	10,263	7,261	31%	10.1	55.8% / 42.8%	30.2%
<b>North Texas</b>						
Granite Wash	51,103	33,537	15%	60.7	51.3% / 39.7%	28.5%

- (1) Sabine's acreage in East Texas excludes 81,060 gross and 71,291 net acres prospective for other formations. Furthermore, a significant portion of Sabine's Haynesville Shale and Cotton Valley Sand acreage overlaps geographically, so such acreage is only counted once in Sabine's East Texas acreage despite representing two distinct targets and development opportunities.

**Sabine's Acquisition History**

During 2011 through 2013, Sabine successfully completed five significant acquisitions that, coupled with farm out agreements, established Sabine's positions in the Eagle Ford Shale in South Texas and in the Granite Wash and Cleveland Sand areas in North Texas, and expanded Sabine's positions in the Cotton Valley Sand and Haynesville Shale areas in East Texas. Sabine's key acquisitions and development activities during such period were as follows:

In January and February 2011, Sabine acquired, in two acquisitions, approximately an additional 21,000 net leasehold acres with then-current net production of approximately 3,900 Boe/d, further growing Sabine's position in the Haynesville Shale.

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In July and September 2011, Sabine acquired, in two acquisitions, approximately an additional 37,000 net leasehold acres with then current production of approximately 5,800 Boe/d, to significantly consolidate Sabine's acreage in the Cotton Valley Sand;

Sabine established its initial position in the Eagle Ford Shale in South Texas in 2012 through a farm-out agreement, which obligated it to drill and complete two wells in the play to earn approximately 20,000 gross (15,500 net) acres.

Subsequently, Sabine has grown its position in the Eagle Ford Shale to over 40,400 net acres as of the date of this filing, via four additional transactions and an active leasing campaign and continue to benefit from low-cost acreage earning potential through the execution of additional joint venture and farm-out agreements.

In December 2012, Sabine acquired interests in over 60,000 net leasehold acres with then-current net production of approximately 6,500 Boe/d, which established Sabine's position in the Granite Wash and Cleveland Sand in North Texas. Sabine has since divested the Cleveland Sand assets.

## **Sabine's Operating Regions**

### ***East Texas***

Sabine's East Texas position is characterized by several productive horizons, such as the Cotton Valley Sand, Haynesville Shale, Haynesville Lime, Bossier Shale, Travis Peak and other formations. Currently, Sabine's primary operational focus is directed at the Cotton Valley Sand and Haynesville Shale formations. Sabine believes the Cotton Valley Sand formation is a well-understood play given its history of extensive vertical development, making it a predictable and repeatable development opportunity. Geologically, the Cotton Valley Sand formation is a thick, consolidated sand formation at depths ranging from approximately 7,800 feet to 10,800 feet, and has had over 400 horizontal wells drilled in the play in Sabine's core operating area.

Sabine's other primary target in East Texas, the Haynesville Shale, lies approximately 1,500 feet below the Cotton Valley Sand formation. The Haynesville Shale is a Jurassic age reservoir, which is as much as 300 feet thick, is composed of organic-rich black shale and is found under much of Sabine's East Texas acreage position at depths ranging from approximately 11,000 feet to 12,000 feet. Sabine believes its Haynesville Shale position represents a large gas resource, which is strategically positioned geographically to benefit from a growing foreign demand for domestic natural gas.

Sabine's interests are primarily located in Harrison, Panola, Rusk and Shelby Counties with estimated proved reserves of 596.0 Bcfe as of December 31, 2013, of which 83% is gas and 63% is developed. As of December 31, 2013, Sabine was producing from 822 wells in East Texas, and it operated 734, or 89%, of those wells. Sabine's average net daily production in East Texas for the three months ended December 31, 2013 was 123.64 MMcfe/d.

Substantially all of Sabine's reserves in East Texas are located in the following geological formations:

***Cotton Valley Sand*** As of December 31, 2013, approximately 100,500 gross (89,000 net) acres of Sabine's East Texas position was prospective for the liquids-rich Cotton Valley Sand formation, 95% of which was held by production. As of December 31, 2013, Sabine produced from 37 horizontal and 694 vertical wells in the Cotton Valley Sand, and it operated 655, or 90%, of those wells.

***Haynesville Shale*** As of December 31, 2013, approximately 85,000 gross (67,300 net) acres of Sabine's East Texas position was prospective for the Haynesville Shale, 95% of which was held by production. As of December 31, 2013, Sabine produced from 56 horizontal wells in the Haynesville Shale, and it operated 48, or 86%, of those wells. Sabine is currently executing on a program to complete eight previously drilled but uncompleted wells under a joint venture with a third party in 2014.

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Sabine's South Texas assets are primarily prospective for the Eagle Ford Shale formation. The Eagle Ford Shale play is experiencing significant growth due to attractive development economics driven by high liquids content. The first horizontal wells in the Eagle Ford Shale were drilled in 2008, and the play has become one of the largest unconventional oil producing plays in North America. The formation is characterized as having low geologic risks and repeatable drilling opportunities. Geologically, the Eagle Ford Shale is a thick, organic-rich, carbonaceous shale reservoir found at depths ranging from 4,000 feet to 13,000 feet, and in much of the deeper portions of the play is over-pressurized, enhancing well performance.

In South Texas, as of December 31, 2013, Sabine held interests in approximately 42,000 gross (33,800 net) acres in DeWitt and Lavaca Counties prospective for the Eagle Ford Shale, approximately 27% of which was held by production. This area has estimated proved reserves of 182.6 Bcfe as of December 31, 2013, of which 60.1% was oil or NGLs and 30.6% was developed. As of December 31, 2013, Sabine was producing from 22 wells in South Texas, and it operated 21, or 95%, of those wells. Sabine's average net daily production in South Texas for the three months ended December 31, 2013 was 58.87 MMcfe/d. Sabine acquired its initial acreage in the Eagle Ford Shale in 2012 through a drill-to-earn joint venture with a major oil company. Subsequently, Sabine has continued to grow the position via an active leasing program and four additional strategic transactions. Sabine believes its South Texas inventory has significant resource potential and exhibits attractive economics in the current commodity price environment. Sabine continues to evaluate and pursue opportunities to grow this position within the guidelines of Sabine's strategic and financial objectives.

Sabine's primary operations are in the following areas:

***Sugarkane Area*** As of December 31, 2013, the Sugarkane area was approximately 2,600 gross (2,400 net) acres, 90% of which was held-by-production. As of December 31, 2013, Sabine was producing from 10 horizontal wells, nine of which it operates. The shape of this acreage block makes it well-suited for full field pad development, and Sabine is the operator for all of the identified drilling locations.

***South Shiner Area*** As of December 31, 2013, the South Shiner area was approximately 29,200 gross (24,200 net) acres, 20% of which was held-by-production. As of December 31, 2013, Sabine was producing from eight horizontal wells, all of which it operates.

***North Shiner Area*** As of December 31, 2013, the North Shiner area was approximately 10,300 gross (7,300 net) acres, 31% of which was held-by-production. As of December 31, 2013, Sabine was producing from four horizontal wells, all of which it operates.

***North Texas***

Sabine's North Texas properties are located in the Anadarko Basin and it is actively targeting the Granite Wash play. The Anadarko Basin has a long history of vertical well development, with first commercial production in 1904, and modern horizontal development techniques have vastly improved recoveries. The Granite Wash is a series of stacked, silty-sandy deposits found at depths of 8,500 feet to 11,000 feet that were laid down throughout the Pennsylvanian era and into early Permian time, and is over 3,000 feet thick.

In North Texas, as of December 31, 2013, Sabine held rights to develop approximately 51,100 gross (33,500 net) acres primarily in Roberts County in Texas, approximately 15% of which was held by production. Sabine's North Texas acreage as of December 31, 2013 includes approximately 30,000 net acres that are subject to a continuous drilling clause which requires it to drill one gross well every 180 days to hold the entire 30,000 net acre position.

This area has estimated proved reserves of 60.7 Bcfe as of December 31, 2013, of which 66% was oil or NGLs and 28.5% was developed. As of December 31, 2013, Sabine was producing from 20 wells in North

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Texas, all of which Sabine operates. Sabine's average net daily production in North Texas for the three months ended December 31, 2013 was 28.4 MMcfe/d. Sabine continues to evaluate and pursue opportunities to grow this position on an opportunistic basis.

**Sabine's Operations*****Estimated Proved Reserves***

The information with respect to Sabine's estimated proved reserves as of December 31, 2013 presented below has been prepared by Sabine's independent petroleum engineering firm, Ryder Scott Company, L.P. (Ryder Scott), in accordance with rules and regulations of the SEC applicable to companies involved in oil and natural gas producing activities in effect at the applicable time. The report of Ryder Scott is dated January 24, 2014. The information with respect to Sabine's estimated proved reserves as of December 31, 2012 and 2011 presented below have been prepared by Sabine's independent petroleum engineering firm, Miller and Lents, Ltd. (Miller and Lents), in accordance with rules and regulations of the SEC applicable to companies involved in oil and natural gas producing activities in effect at the applicable time. The reports of Miller and Lents are dated February 21, 2013 and January 18, 2012. The reports of Ryder Scott and Miller and Lents were filed as Exhibits 99.5 and 99.6 to the Registration Statement on Form S-4 filed by New Forest Oil Inc. on May 29, 2014. Sabine's proved reserve estimates as of December 31, 2012 and December 31, 2013 were prepared using the unweighted average of the historical first-day-of-the-month prices for the prior twelve months. It should not be assumed that the present value of future net revenues from Sabine's proved reserves is the current market value of Sabine's estimated reserves. Actual future prices and costs may differ materially from those used in the present value estimates.

The following table sets forth information regarding the estimated present value of Sabine's proved reserves, by region, for the periods indicated. The information in the table does not give any effect to or reflect Sabine's commodity hedges. Although the SEC's new rules also permit the presentation of estimated probable or possible reserves, Sabine has limited its presentation to estimated proved reserves.

	<b>2013<sup>(1)</sup></b>	<b>At December 31,</b>	
	<b>Proved</b>	<b>2012<sup>(2)</sup></b>	<b>2011<sup>(3)</sup></b>
	<b>reserves (Bcfe)</b>	<b>Proved</b>	<b>Proved</b>
<b>Operating area</b>		<b>reserves (Bcfe)</b>	<b>reserves (Bcfe)</b>
East Texas	596.0	686.4	1,322.9
South Texas	182.6	107.5	
North Texas	60.7	186.9	
Other			38.5
<b>Total</b>	<b>839.3</b>	<b>980.8</b>	<b>1,361.4</b>

(1) Data for December 31, 2013 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$96.78 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$3.67 per MMBtu for natural gas.

(2)

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Data for December 31, 2012 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$94.71 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$2.76 per MMBtu for natural gas.

- (3) Data for December 31, 2011 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$96.19 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$4.12 per MMBtu for natural gas.

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The following table sets forth additional information regarding Sabine's estimated proved reserves at the dates indicated.

	At December 31,		
	2013 <sup>(1)</sup>	2012 <sup>(2)</sup>	2011 <sup>(3)</sup>
Estimated proved reserves:			
Oil (MMBbl)	16.9	16.0	5.9
NGLs (MMBbl)	25.0	29.4	26.0
Natural gas (Bcf)	588.1	709.0	1,170.0
Total estimated proved reserves (Bcfe)	839.3	980.8	1,361.4
Proved developed producing reserves:			
Oil (MMBbl)	5.5	3.4	1.8
NGLs (MMBbl)	11.0	8.9	8.7
Natural gas (Bcf)	348.3	322.9	398.4
Total proved developed producing reserves (Bcfe)	447.7	396.3	461.6
Proved developed non-producing:			
Oil (MMBbl)	0.5	0.4	0.6
NGLs (MMBbl)	0.6	1.4	1.6
Natural gas (Bcf)	12.3	92.1	116.5
Total proved developed non-producing reserves (Bcfe)	18.4	102.9	129.8
Total proved undeveloped:			
Oil (MMBbl)	10.9	12.2	3.5
NGLs (MMBbl)	13.4	19.1	15.7
Natural gas (Bcf)	227.5	293.8	655.1
Total proved undeveloped reserves (Bcfe)	373.2	481.5	770.0
Percent developed	55.5%	50.9%	43.4%

- (1) Data for December 31, 2013 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$96.78 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$3.67 per MMBtu for natural gas.
- (2) Data for December 31, 2012 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$94.71 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$2.76 per MMBtu for natural gas.
- (3) Data for December 31, 2011 is based on the unweighted average of the first-day-of-the-month (a) West Texas Intermediate posted prices for the prior 12 months of \$96.19 per Bbl for oil and (b) Henry Hub spot market prices for the prior 12 months of \$4.12 per MMBtu for natural gas.

**Internal Controls and Qualifications of Technical Persons**

In accordance with the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers and guidelines established by the SEC, Miller and Lents, independent reserve engineers, estimated 100% of Sabine's proved reserve information as of December 31, 2011 and as of December 31, 2012, and Ryder Scott, independent reserve engineers, estimated 100% of Sabine's proved reserve information as of December 31, 2013. The technical persons responsible for preparing the reserves estimates presented herein meet the requirements regarding qualifications, independence, objectivity and confidentiality set forth in the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by

the Society of Petroleum Engineers.

Sabine maintains an internal staff of petroleum engineers and geoscience professionals who worked closely with its independent reserve engineers to ensure the integrity, accuracy and timeliness of the data used to calculate its proved reserves relating to its assets. Sabine's internal technical team members met with its independent reserve engineers periodically during the period covered by the reserve report to discuss the

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assumptions and methods used in the proved reserve estimation process. Sabine provides historical information to the independent reserve engineers for its properties such as ownership interest, oil and natural gas production, well test data, commodity prices and operating and development costs.

The preparation of Sabine's proved reserve estimates are completed in accordance with Sabine's internal control procedures. These procedures, which are intended to ensure reliability of reserve estimations, include the following:

review and verification of historical production data, which data is based on actual production as reported by Sabine;

preparation of reserve estimates by Sabine's Senior Vice President Engineering and Development or under her direct supervision;

review by Sabine's Senior Vice President Engineering of all of Sabine's reported proved reserves at the close of each quarter, including the review of all significant reserve changes and all new proved undeveloped reserves additions;

direct reporting responsibilities by Sabine's Senior Vice President Engineering to Sabine's Chief Executive Officer; and

verification of property ownership by Sabine's land department.

Cheryl R. Levesque, Senior Vice President Engineering and Development, is the technical person primarily responsible for overseeing the preparation of Sabine's reserves estimates. Mrs. Levesque is a graduate of Texas Tech University with a Bachelor of Science degree in Petroleum Engineering and is a Registered Professional Engineer in Texas. Mrs. Levesque has 18 years of energy experience and Sabine's geoscience staff has an average of more than 18 years of industry experience per person.

***Technology Used to Establish Proved Reserves***

Under the SEC rules, proved reserves are those quantities of oil and natural gas that by analysis of geoscience and engineering data can be estimated with reasonable certainty to be economically producible from a given date forward from known reservoirs, and under existing economic conditions, operating methods and government regulations. The term "reasonable certainty" implies a high degree of confidence that the quantities of oil and/or natural gas actually recovered will equal or exceed the estimate. Reasonable certainty can be established using techniques that have been proven effective by actual production from projects in the same reservoir or an analogous reservoir or by other evidence using reliable technology that establishes reasonable certainty. Reliable technology is a grouping of one or more technologies (including computational methods) that has been field tested and has been demonstrated to provide reasonably certain results with consistency and repeatability in the formation being evaluated or in an analogous formation.

To establish reasonable certainty with respect to Sabine's estimated proved reserves, Sabine's independent reserve engineers, Miller and Lents and Ryder Scott, employed technologies that have been demonstrated to yield results with

consistency and repeatability. The technologies and economic data used in the estimation of Sabine's proved reserves include, but are not limited to, open hole logs, core analyses, geologic maps, available downhole and production data and seismic data. Reserves attributable to producing wells with sufficient production history were estimated using appropriate decline curves, material balance calculations or other performance relationships. Reserves attributable to producing wells with limited production history and for undeveloped locations were estimated using pore volume calculations and performance from analogous wells in the surrounding area and geologic data to assess the reservoir continuity. These wells were considered to be analogous based on production performance from the same formation and completion using similar techniques.

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**Proved Undeveloped Reserves (PUDs)**

***Year Ended December 31, 2013***

As of December 31, 2013, Sabine's proved undeveloped reserves totaled 11 MMBbls of oil, 13 MMBbls of NGLs and 228 Bcf of natural gas, for a total of 373 Bcfe. There were a total of 100 PUDs booked with 50, 27, 19 and 4 wells booked in the Eagle Ford, Cotton Valley Sand, Granite Wash and Haynesville Shale, respectively. This total represents less than two years of inventory at year-end rig count and is indicative of Sabine's conservative PUD booking methodology.

Changes in PUDs that occurred during 2013 were primarily due to:

additions of 87,861 MMcfe attributable to extensions resulting from strategic drilling of wells by Sabine to delineate Sabine's acreage position;

the conversion of approximately 48,478 MMcfe attributable to PUDs into proved developed reserves;

negative revisions of approximately 82,089 MMcfe due to the reduction of Sabine's booked Cotton Valley Sand inventory from 47 locations to 27 locations, or three years of drilling activity at Sabine's current level of one rig;

positive revisions of approximately 35,675 MMcfe in PUDs due to a combination of adjustments in working interest, performance revisions and pricing; and

sales of reserves in place of 101,269 MMcfe.

Costs incurred relating to the development of PUDs were approximately \$112.3 million during the twelve months ended December 31, 2013.

As of December 31, 2013, 2.2% of Sabine's total proved reserves were classified as proved developed non-producing.

**Productive Wells**

Sabine's principal properties consist of developed and undeveloped oil and natural gas leases in the operating areas described above and the reserves associated with these leases. Generally, developed oil and natural gas leases remain in force as long as production is maintained. Undeveloped oil and natural gas leaseholds are generally for a primary term of three to five years. In most cases, the terms of Sabine's undeveloped leases can be extended by paying delay rentals or by producing oil and natural gas reserves that are discovered under those leases. The following table sets forth the number of productive wells in which Sabine owned a working interest at December 31, 2013. Productive wells consist of producing wells identified as proved developed producing ( PDP ) per the December 31, 2013 reserve report prepared by Ryder Scott. Gross wells are the total number of productive wells in which Sabine has working interests, and net wells are the sum of Sabine's fractional working interests owned in gross wells. Approximately 58% of Sabine's future net revenue is from natural gas while the remaining 42% is from oil and NGLs.

	<b>Gross</b>	<b>Net</b>
East Texas	822	621
South Texas	22	17
North Texas	20	9
Total	864	647

**Drilling Activities**

The table below sets forth the results of Sabine's drilling activities for the periods indicated. The information should not be considered indicative of future performance, nor should it be assumed that there is

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necessarily any correlation among the number of productive wells drilled, quantities of reserves found or economic value. Productive wells are those that produce, or are capable of producing, commercial quantities of hydrocarbons, regardless of whether they produce a reasonable rate of return. Dry wells are those that prove to be incapable of producing hydrocarbons in sufficient quantities to justify completion.

	For the Year Ended December 31,					
	2013		2012		2011	
	Gross	Net	Gross	Net	Gross	Net
<b>Exploratory Wells:</b>						
Productive <sup>(1)(2)</sup>	2.0	1.3	3.0	2.5		
Dry						
Total Exploratory	2.0	1.3	3.0	2.5		
<b>Development Wells:</b>						
Productive <sup>(1)(2)</sup>	43.0	30.8	7.0	7.0	21.0	21.0
Dry	1.0	0.4				
Total Development	44.0	31.2	7.0	7.0	21.0	21.0
<b>Total Wells:</b>						
Productive <sup>(1)(2)</sup>	45.0	32.1	10.0	9.5	21.0	21.0
Dry	1.0	0.4				
Total	46.0	32.5	10.0	9.5	21.0	21.0

(1) Although a well may be classified as productive upon completion, future changes in oil and natural gas prices, operating costs and production may result in the well becoming uneconomical, particularly exploratory wells where there is no production history.

(2) As of June 30, 2014, Sabine had completed 41 wells (32.84 net).

**Developed and Undeveloped Acreage**

Sabine holds interests in developed and undeveloped oil and natural gas acreage in the regions set forth in the table below. Also set forth in the table below, is the percentage of acreage held by production ( HBP ). These interests generally take the form of working interests in oil and natural gas leases or licenses that have varying terms. The following table presents a summary of Sabine's acreage interests as of December 31, 2013:

	Developed acreage		Undeveloped acreage		Total acreage		HBP
	Gross	Net	Gross	Net	Gross	Net	%
East Texas <sup>(1)</sup>	106,002	89,162	25,092	14,820	131,094	103,982	95%
South Texas	12,576	9,276	29,467	24,567	42,044	33,844	27%
North Texas	9,124	5,183	41,979	28,354	51,103	33,537	15%
Total Acreage	127,702	103,621	96,538	67,741	224,241	171,363	61%

(1) Sabine's East Texas acreage excludes 81,060 gross and 71,291 net acres outside of the Haynesville Shale and Cotton Valley Sand, which it considers non-core acreage.

Sabine's inventory of undeveloped oil and natural gas leaseholds is comprised of three to five year term leases and leases that are held by production beyond their primary term. In most cases, the terms of Sabine's undeveloped leases can be extended by paying delay rentals or by producing oil and natural gas reserves that are discovered under those leases, however undeveloped acreage could expire subject to development requirements.

**Table of Contents****Undeveloped Acreage Expirations**

The following table sets forth the number of total net undeveloped acres as of December 31, 2013 that will expire in 2014, 2015, 2016 and 2017 unless production is established within the spacing units covering the acreage prior to the expiration dates or unless such leasehold rights are extended or renewed. Such acreage is not associated with Sabine's proved undeveloped reserves.

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
East Texas <sup>(1)</sup>	2,571	739	1,942	0
South Texas	5,016	6,914	3,860	0
North Texas	14,543	4,091	0	0
Total	22,130	11,744	5,802	0

(1) Sabine's acreage expiration in East Texas excludes approximately 71,000 net acres prospective for other formations, all of which expire by the end of 2015.

**Production, Revenues and Price History**

Oil and natural gas are commodities. The prices Sabine receives for the oil, natural gas and NGLs it produces are largely a function of market supply and demand. Sabine is not committed to provide any material fixed or determinable quantities of oil or natural gas under any existing contracts or agreements. Demand is impacted by general economic conditions, weather and other seasonal conditions, including hurricanes and tropical storms. Over or under supply of oil or natural gas can result in substantial price volatility. Historically, commodity prices have been volatile and Sabine expects that volatility to continue in the future. A substantial or extended decline in natural gas or oil prices or poor drilling results could have a material adverse effect on Sabine's financial position, results of operations, cash flows, quantities of reserves that may be economically produced and its ability to access capital markets.

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The following table sets forth information regarding oil and natural gas production, revenues and realized prices and production costs for the years ended December 31, 2013, 2012 and 2011. For additional information on price calculations, see information set forth in Annex A Management's Discussion and Analysis of Financial Condition and Results of Operations.

	<b>For the Years Ended December 31,</b>		
	<b>2013</b>	<b>2012</b>	<b>2011</b>
<b>Oil, NGLs and natural gas sales by product (in thousands):</b>			
Oil	\$ 132,513	\$ 30,343	\$ 15,462
NGL	59,772	36,957	36,272
Natural gas	161,938		