



ENTERED
09/15/2020

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

In re:

REMORA PETROLEUM, L.P., et al.,

Debtors.¹

§ **Chapter 11**

§

§ **Case No. 20-34037 (DRJ)**

§

§ **(Jointly Administered)**

§

ORDER (I) APPROVING (A) THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (B) SOLICITATION PROCEDURES, (C) FORM AND MANNER OF THE CONFIRMATION HEARING NOTICE, AND (D) NOTICE OF NON-VOTING STATUS AND OPT-OUT OPPORTUNITY; (II) APPROVING PROCEDURES FOR ASSUMPTION OF CONTRACTS AND LEASES AND FORM AND MANNER OF CURE NOTICE; AND (III) GRANTING RELATED RELIEF

[Relates to the Motion at Docket No. 24]

Upon the motion (the “**Motion**”)² of the Debtors pursuant to sections 105(a), 341, 1125, 1126 and 1128 of the Bankruptcy Code and Rules 1007(b), 2002, 3017, 3018, 3020, 6003, 6004, and 9006 of the Bankruptcy Rules for entry of an order (this “**Disclosure Statement Order**”):

- i. approving the Disclosure Statement as containing adequate information pursuant to 11 U.S.C. §1125(a)(1) and (2).
- ii. approving the Solicitation Procedures with respect to the Plan, including the forms of Ballots;
- iii. approving the form and manner of the Notice of Non-Voting Status and Opt-Out Opportunity;
- iv. approving the form and manner of the Confirmation Hearing Notice;
- v. approving the Assumption Procedures and the form and manner of the Cure Notice; and
- vi. granting related relief;

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Disclosure Statement Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Disclosure Statement is hereby approved as containing information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtors and the facts and circumstances of these cases, that would enable Holders of Claims entitled to vote to make an informed decision as to whether to vote to accept or reject the Plan pursuant to Section 1125(a)(1) and (2) of the Bankruptcy Code.

2. The Confirmation Hearing (at which time this Court will consider, among other things, the confirmation of the Plan) will be held before the Honorable David R. Jones, United States Bankruptcy Judge, in Room 400 of the United States Bankruptcy Court for the Southern

District of Texas, 515 Rusk Street, Houston, TX 77002, **on October 21, 2020 at 9:30 a.m. (Prevailing Central Time)**. The Confirmation Hearing may be adjourned from time to time by the Court without further notice other than adjournments announced in open court or with notice of such adjourned date(s) available on the electronic case filing docket and served on such parties as the Bankruptcy Court may order.

3. Any responses or objections to confirmation of the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection; and (v) be filed, contemporaneously with a proof of service no later than **4:00 p.m. (Prevailing Central Time) on October 16, 2020** for the Plan (the “**Confirmation Objection Deadline**”). **Any objections that fail to comply with the requirements set forth in this Scheduling Order may not be considered and may be overruled.**

4. Unless the Court subsequently orders otherwise, the Debtors are required to file the Plan Supplement on or before October 9, 2020. Unless the Court subsequently orders otherwise, the Debtors are required to file the proposed Confirmation Order on or before October 9, 2020.

5. The Debtors may file any briefs in support of confirmation of the Plan or reply briefs in response to any objections **by October 20, 2020, at 4:00 p.m. (Prevailing Central Time)**.

6. Notice of the Confirmation Hearing, as proposed in the Motion, and the form of the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 1**, shall be deemed good and sufficient notice of the Confirmation Hearings and no further notice need be

given. The Debtors shall cause Donlin Recano & Company, Inc. (the “**Solicitation Agent**”) to mail a copy of the Confirmation Hearing Notice to the parties set forth in the Motion within three business day of the entry of this Disclosure Statement Order or as soon as reasonably practicable. The notice procedures set forth in this paragraph constitute good and sufficient notice of Confirmation Hearing, the Confirmation Objection Deadline, and procedures for objecting to confirmation of the Plan.

7. The Notice of Non-Voting Status and Opt-Out Opportunity attached hereto as **Exhibit 2**, including the Release Opt-Out Form, substantially in the form attached hereto as **Exhibit 3** are hereby approved, and the Debtors are authorized to mail the Notice of Non-Voting Status and Opt-Out Opportunity to the Non-Voting Holders, in accordance with the terms of this Scheduling Order, in lieu of sending such Non-Voting Holders the Solicitation Package, and any requirements under the Bankruptcy Rules, including Bankruptcy Rule 3017(d), or the Bankruptcy Local Rules, to transmit copies of the Disclosure Statement and Plan to Non-Voting Holders are hereby waived with respect to such Non-Voting Holders.

8. The Debtors are authorized, but not directed, pursuant to Bankruptcy Rule 2002(1), to give supplemental publication notice of the Confirmation Hearing not less than fourteen (14) days prior to the hearing date in the *Wall Street Journal Texas Edition*, the *Houston Chronicle*, *The Oklahoman*, or *Tulsa World* as determined by the Debtors, and any other publications the Debtors deem prudent in their reasonable discretion, which Publication Notice shall constitute good and sufficient notice of the Confirmation Hearing and Confirmation Objection Deadline (and related procedures) to persons who do not receive the Confirmation Hearing Notice by mail.

9. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

10. The Ballots, substantially in the forms attached hereto as **Exhibits 5, 6, and 7** respectively, are hereby approved.

11. The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots are approved.

12. The Assumption Procedures as set forth in the Motion are approved.

13. The Cure Notice, substantially in the form attached hereto as **Exhibit 4**, is hereby approved. The Cure Notice shall identify the Contracts and Leases of the Debtor that may be assumed and provide the corresponding cure amounts that the Debtors believe must be paid to cure all defaults under each of the Contracts and Leases as contemplated by Bankruptcy Code section 365 (the “**Cure Amounts**”).

14. The Debtors shall cause the Solicitation Agent to mail a copy of the Cure Notice to the Contract Parties no later than September 18, 2020. The mailing of the Cure Notice to the Contract Parties will not (i) obligate the Debtors to assume any Contract or Lease or (ii) constitute any admission or agreement of the Debtors that such Contract or Lease is an “executory” contract or unexpired lease. To the extent that there are disputes regarding any Cure Amounts, the Debtors may resolve such disputes by mutual agreement, by seeking recourse from the Court, or, if the Plan is confirmed, in accordance with the provisions thereof.

15. Objections to the proposed Cure Amount and adequate assurance of future performance obligations to the Contract Parties must: (i) be in writing; (ii) conform to the

Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection; and (v) be filed, contemporaneously with a proof of service by no later than 4:00 p.m. (Prevailing Central Time) on October 16, 2020 (or the 14th day after the date the objecting Contract Party is served with the Cure Notice, if such date is later than the Objection Deadline).

16. Notwithstanding anything to the contrary in the Plan, the Debtors, subject to the prior written consent of the First Lien Agent and DIP Agent (or by announcement on the record at the Confirmation Hearing), reserve the right to alter, amend, modify or supplement the Plan Supplement, including the proposed assumption or rejection of a Contract or Lease, prior to the Effective Date on no less than seven days' notice to any counterparty to a Contract or Lease affected thereby.

17. Notwithstanding anything to the contrary in the Motion or this Order, any and all actions, payments or obligations arising under, in connection with, or authorized to be made or taken by this Order, or otherwise relating to the relief requested in the Motion, shall be subject to the interim and final orders of this Court in these Chapter 11 Cases authorizing the Debtors' use of cash collateral or to incur debtor-in-possession financing (the "DIP/Cash Collateral Orders"), or any budget in connection therewith, and to the extent there is any inconsistency between the DIP/Cash Collateral Orders and any action taken or proposed to be taken hereunder, the terms of the DIP/Cash Collateral Order shall control.

18. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules for the Southern District of Texas are satisfied by such notice.

20. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon its entry.

21. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: September 15, 2020.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Confirmation Hearing Notice

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., Debtors.¹ <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**NOTICE OF (I) PLAN CONFIRMATION HEARING, (II) OBJECTION AND
VOTING DEADLINES, AND (III) SOLICITATION AND VOTING PROCEDURES**

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

TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, REMORA PETROLEUM, L.P. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.

PLEASE TAKE NOTICE THAT on August 12, 2020 (the “**Petition Date**”), Remora Petroleum, L.P. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE THAT on [●], 2020, the Bankruptcy Court entered an order approving the *Disclosure Statement for Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. [●]] and the Debtors now intend to solicit votes from the Holders of Claims in Class 1 (First Lien Lender Secured Claims), Class 2 (Second Lien Loan Facility Claims), and Class 3 (Unsecured Claims), of record as of September 15, 2020 (the “**Voting Record Date**”).

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “**Confirmation Hearing**”) is scheduled for October 21, 2020 at 9:30 a.m. (Prevailing Central Time) to consider confirmation of the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors*, dated August

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

12, 2020 (as may be amended, modified or supplemented from time to time, the “**Plan**”).² The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk Street, Houston, TX 77002 or via videoconference, if necessary.³ The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

Only Holders of Claims in Class 1, Class 2, and Class 3 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Equity Interests are either deemed to accept or to reject the Plan and, therefore, are not entitled to vote.

VOTING DEADLINES

The deadline for the submission of votes to accept or reject the Plan is October 16, 2020 at 4:00 p.m. (Prevailing Central Time) (the “Voting Deadline”).

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. On August 12, 2020, the Debtors filed the Plan and the Disclosure Statement pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors’ voting and claims agent, Donlin, Recano & Company, Inc. (the “**Voting and Claims Agent**”), at www.donlinrecano.com/remora. Copies of the Plan and Disclosure Statement may also be obtained for a fee via PACER at: <https://www.txs.uscourts.gov/bankruptcy>.

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

² Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

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

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1.	<i>First Lien Lender Secured Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
2.	<i>Second Lien Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
3.	<i>Unsecured Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4.	Intercompany Claims	Impaired	Deemed to Reject
5.	Equity Interests	Impaired	Deemed to Reject

3. Voting Record Date. The Voting Record Date is September 15, 2020. The Voting Record Date is the date by which it will be determined which Holders of Claims in Class 1 and Class 2 are entitled to vote on the Plan.

4. Voting Deadline. The Voting Deadline for voting on the Plan is **4:00 p.m. Prevailing Central Time on October 16, 2020**. If you held a Claim against one or more of the Debtors as of the Voting Record Date and are entitled to vote to accept or reject the Plan, you should have received a Ballot and corresponding voting instructions. For your vote to be counted, you must: (a) follow such voting instructions carefully, (b) complete all the required information on the Ballot; and (c) sign, date and return your completed Ballot so that it is **actually received** by the Voting and Claims Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

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

5. Plan Objection Deadline. The deadline for filing objections to the Plan is **October 16, 2020 at 5:00 p.m. Prevailing Central Time** (the “**Confirmation Objection Deadline**”).

6. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND

SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

7. Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq., Joseph P. Rovira, Esq., and Catherine A. Diktaban, Esq.) (taddavidson@HuntonAK.com, josephrovira@huntonak.com, and cdiktaban@huntonak.com);
- Counsel to the DIP Agent: Thompson & Knight LLP, One Arts Plaza, 1722 Routh Street, Suite 1500, Dallas, TX (Attn: Shad E. Sumrow, Esq. and David Bennett, Esq.) (shad.sumrow@tklaw.com and david.bennett@tklaw.com);
- Counsel to any statutory committee appointed in these Chapter 11 Cases; and
- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

SUMMARY OF THE PLAN⁴

8. The following chart summarizes the treatment provided by the Plan to each class of Claims and Equity Interests:

➤ Class 1 – First Lien Lender Secured Claims

- a. *Classification:* Class 1 consists of Allowed First Lien Lender Secured Claims.
- b. *Treatment:* On the Effective Date, except to the extent that a Holder of a Class 1 Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the First Lien Lender Secured Claims against the Debtors, each such Holder shall receive its respective Pro Rata share of 100% of the New Equity Interests in Reorganized Remora Operating (subject to dilution by the Management Incentive Plan and the distribution to the Holders of DIP Claims to the extent the DIP Agent, acting at the direction of the DIP Required Lenders, elects to satisfy the DIP Claims with New Equity Interests of Reorganized Remora Operating).

⁴ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

- c. *Voting:* Class 1 is Impaired by the Plan. Each Holder of an Allowed Class 1 Claim is entitled to vote to accept or reject the Plan.

➤ Class 2 – Second Lien Claims

- a. *Classification:* Class 2 consists of the Allowed Second Lien Claims.
- b. *Treatment in General:* For the purpose of this Plan only, the Allowed Second Lien Claims shall be treated as and shall vote as a single Class, with all distributions thereon to be Pro Rata regardless of which Debtor is obligated on such claim.
- c. *Treatment:* Except to the extent that a Holder of an Allowed Class 2 Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Class 2 Claim, each such Holder shall receive its Pro Rata Share of the Class 2 Cash Distribution on the Effective Date.
- d. *Voting:* Class 2 is Impaired by the Plan. Each Holder of an Allowed Class 2 Claim is entitled to vote to accept or reject the Plan.

➤ Class 3 - Unsecured Claims

- a. *Classification:* Class 3 consists of all Allowed Unsecured Claims against each Debtor, including the PPP Loan (if not forgiven as further set forth herein) and First Lien Lender Deficiency Claim (for voting purposes only but not for purposes of distribution), but excludes, to the extent applicable, the Second Lien Claims and the Intercompany Claims.
- b. *Treatment:* On the Effective Date, except to the extent that a Holder of a Class 3 Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for the Unsecured Claims against the Debtors, each such Holder shall receive its respective Pro Rata share of the Class 3 Cash Distribution.
- c. *Voting:* Class 3 is Impaired by the Plan. Each Holder of an Allowed Class 3 Claim is entitled to vote to accept or reject the Plan.

➤ Class 4 – Intercompany Claims

- a. *Classification:* Class 4 consists of Allowed Intercompany Claims.
- b. *Treatment:* Each Allowed Intercompany Claim shall be cancelled and released without any Plan Distribution on account of such Claim.
- c. *Voting:* Pursuant to section 1126(g) of the Bankruptcy Code, each Holder of a Class 4 Claim is conclusively presumed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

➤ Class 5 – Equity Interests

- a. *Classification:* Class 5 consists of Equity Interests.
- b. *Treatment:* On the Effective Date, all Equity Interests in Remora Operating shall automatically be deemed cancelled, and the Holders of such Equity Interests shall not receive any Plan Distribution or retain any property or interest in property on account of their respective Equity Interests in Remora Operating. On the Effective Date, Equity Interests in Remora and Remora GP shall remain issued and unaffected, provided that Holders of such Equity Interests shall not receive any Plan Distributions or retain any other property or interest in property on account of their respective Equity Interests in any of the Debtors unless all Allowed Claims are paid in full. On the Effective Date, Equity Interests in Remora CA and Remora LA shall remain issued and unaffected and Reorganized Remora shall continue to own Reorganized Remora CA and Reorganized Remora LA provided that Holders of such Equity Interests shall not receive any Plan Distributions or retain any other property or interest in property on account of their respective Equity Interests in any of the Debtors.
- c. *Voting:* Pursuant to section 1126(g) of the Bankruptcy Code, each Holder of an Equity Interest in Class 5 is conclusively presumed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

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

9. As set forth above, certain Holders of Claims and Equity Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. The Holders of Claims in Class 4 (Intercompany Claims) and Class 5 (Equity Interests) are Impaired. Pursuant to section 1126(g) of the Bankruptcy Code, the Holders of Claims or Equity Interests in each of the foregoing Classes are conclusively presumed to have accepted or rejected the Plan and, thus, are not entitled to vote.

10. All Classes that are not Affiliates of the Debtors will be provided with this notice. As explained above, the Voting and Claims Agent will provide you, free of charge, with copies of the Plan and the Disclosure Statement, upon request.

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Article XIV – Effect of Confirmation

Debtors' Releases. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY, ACQUITTED, RELEASED, AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, EACH ON BEHALF OF ITSELF AND ITS PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, ADVISORS, SUB-ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS AND OTHER PROFESSIONALS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH DEBTOR OR REORGANIZED DEBTOR (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING SUCH RESTRUCTURING TRANSACTIONS, THE NEGOTIATION, FORMULATION OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind

Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and
- (e) with respect to each of the foregoing, such entity’s Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Related Party*” means, collectively, a Person’s current and former affiliates, and such Person’s and its current and former affiliates’ current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Releasing Party*” means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;

- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity's Related Parties; and
- (k) all other Holders of Claims and Equity Interests to the extent permitted by law.

"Released Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and
- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity's Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

<p>THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.</p>
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Exhibit 2

Form of Notice of Non-Voting Status and Opt-Out Opportunity

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., Debtors.¹ <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**NOTICE OF NON-VOTING STATUS
AND OPT-OUT OPPORTUNITY: DEEMED TO REJECT**

PLEASE TAKE NOTICE THAT Remora Petroleum, L.P. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) have commenced solicitation of votes to accept the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended, modified, or supplemented from time to time, the “**Plan**”).² Copies of the Plan and the *Disclosure Statement for Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”) may be obtained free of charge by visiting the website maintained by the Debtors’ voting and claims agent, Donlin, Recano & Company, Inc. (the “**Voting and Claims Agent**”), at www.donlinrecano.com/remora. Copies of the Plan and Disclosure Statement may also be obtained for a fee via PACER at: <https://www.txs.uscourts.gov/bankruptcy>.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice (the “**Notice of Non-Voting Status and Opt-Out Opportunity: Deemed to Reject**”) because, according to the Debtors’ books and records, you are a Holder of either Claims in Class 4 (Intercompany Claims) or Interests in Class 5 (Equity Interests). Pursuant to the terms of the Plan, Holders of Claims and Interests in Classes 4 and 5 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United States Code, you are deemed to have rejected the Plan.

PLEASE TAKE FURTHER NOTICE THAT you may elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan, copied below. If you elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan, please follow the instructions on the “Opt-Out” form affixed hereto and return the form to the Voting and Claims Agent in accordance with such instructions. Election to opt out is at your option. The deadline to submit a completed form in order to “opt out” of the Third-Party Release is October 16, 2020 at 4:00 p.m. (Prevailing Central Time) (the “**Release Opt-Out Deadline**”). **PLEASE BE ADVISED THAT YOU MUST AFFIRMATIVELY OPT-OUT OF THE THIRD-PARTY RELEASE AND**

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

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

SUBMIT THE OPT-OUT FORM WITH YOUR ELECTION TO THE VOTING AND CLAIMS AGENT PRIOR TO THE RELEASE OPT-OUT DEADLINE IF YOU WISH TO OPT-OUT OF THE THIRD-PARTY RELEASE.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to confirmation of the Plan is October 16, 2020, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

Notice Parties. The Notice Parties include:

- Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX (Attn: Timothy A. Davidson II, Esq., Joseph P. Rovira, Esq., and Catherine A. Diktaban, Esq.) (taddavidson@huntonak.com, josephrovira@huntonak.com, and cdiktaban@huntonak.com);
- Counsel to the DIP Agent: Thompson & Knight LLP, One Arts Plaza, 1722 Routh Street, Suite 1500, Dallas, TX (Attn: Shad E. Sumrow, Esq. and David Bennett, Esq.) (shad.sumrow@tklaw.com and david.bennett@tklaw.com);
- Counsel to any statutory committee appointed in these Chapter 11 Cases; and
- the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Stephen Statham, Esq. and Hector Duran, Esq.) (stephen.statham@usdoj.gov and hector.duranjr@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “**Confirmation Hearing**”) is scheduled for October 21, 2020 at 9:30 a.m. (Prevailing Central Time) to consider confirmation of the Plan. The Confirmation Hearing will take place in Courtroom 400, 4th Floor, 515 Rusk

Street, Houston, TX 77002 or via videoconference, if necessary.³ The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

PLEASE TAKE FURTHER NOTICE that all documents filed with the Court in connection with the above-captioned Chapter 11 cases, including the Disclosure Statement Order and the Plan, are available for free on the case information website of the Debtors' Voting and Claims Agent, Donlin, Recano & Company, Inc., at www.donlinrecano.com/remora.

Dated: [●], 2020

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

/s/ DRAFT

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)

Joseph P. Rovira (TX Bar No. 24066008)

Catherine A. Diktaban (TX Bar No. 24109810)

600 Travis Street, Suite 4200

Houston, Texas 77002

Tel: (713) 220-4200

Fax: (713) 220-4285

Email: taddavidson@huntonak.com

josephrovira@huntonak.com

cdiktaban@huntonak.com

Proposed Counsel for the Debtors and Debtors in Possession

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

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

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

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RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL

OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the

Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and
- (e) with respect to each of the foregoing, such entity’s Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Related Party*” means, collectively, a Person’s current and former affiliates, and such Person’s and its current and former affiliates’ current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Releasing Party*” means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;
- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity’s Related Parties; and
- (k) all other Holders of Claims and Equity Interests to the extent permitted by law.

“*Released Party*” means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and
- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity’s Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a “Released Party.”

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES AND TO PROVIDE YOU WITH THE OPPORTUNITY TO OPT OUT OF THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.

Exhibit 3

Release Opt-Out Form

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., <p style="text-align: center;">Debtors.¹ </p> <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**OPT-OUT FORM FOR
CLASS 4 (INTERCOMPANY CLAIMS) AND CLASS 5 (EQUITY INTERESTS)**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY DONLIN, RECANO & COMPANY, INC. (THE “VOTING AND CLAIMS AGENT” OR “DRC”) ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020 (THE “RELEASE OPT-OUT DEADLINE”).

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended from time to time, the “**Plan**”)² as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

As set forth in the Notice of Non-Voting Status and Opt-Out Opportunity accompanying this opt-out form (the “**Opt-Out Form**”), you are receiving this Opt-Out Form because you are a Holder of an Intercompany Claim or Equity Interest as of September 15, 2020 (the “**Voting Record Date**”). Pursuant to the terms of the Plan, Holders of Intercompany Claims in Class 4 or Equity Interests in Class 5 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of title 11 of the United State Code, Holders of Class 4 Claims or Class 5 Interests are deemed to have rejected the Plan. Holders of Class 4 Claims or Class 5 Interests, however, have the right to, subject to the limitations set forth herein, affirmatively opt out of the Third-Party Release contained in Article XIV.14.5 of the Plan (the “**Third Party Release**”), if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to the Third-Party Release set forth in Article XIV.14.5 of the Plan unless

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

² Terms used but not defined herein shall have the meanings ascribed to them in the Plan.

you clearly indicate your decision to opt-out of the Third-Party Release by checking the box in Item 1 of this Beneficial Holder Opt-Out Form.

This Opt-Out Form may not be used for any purpose other than opting out of the Third-Party Release contained in the Plan. If you believe you have received this Opt-Out Form in error, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

Before completing this Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Opt-Out Form” carefully to ensure that you complete, execute and return this Opt-Out Form properly.

Item 1. Optional Third-Party Release Election.

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article XIV.14.5 of the Plan.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:

ARTICLE XIV OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS OPT-OUT FORM.
YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

If you submit this Opt-Out Form without this box checked, then you will be deemed to CONSENT to the Third Party Release set forth in Article XIV.14.5 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE XIV.14.4 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- ☐ OPT-OUT ELECTION: The undersigned elects to opt-out of the Third-Party Release contained in Article XIV.14.5 of the Plan.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 4 – Intercompany Claims, or (ii) the undersigned is the Holder of the Class 5 – Equity Interests;
- b. that the Holder has received a copy of the Notice of Non-Voting Status and Opt-Out Opportunity, including instructions to access the Disclosure Statement, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 4 – Intercompany Claims or Class 5 – Equity Interests, as applicable; and
- d. that no other Opt-Out Form with respect to the Holder's Class 4 – Intercompany Claims or Class 5 – Equity Interests, as applicable, have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Equity Interests in, the Debtors, such Opt-Out Forms are hereby revoked.

Name of Holder:	
	(Print or Type)
Social Security or Federal Tax Identification Number:	
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, EMAIL OR HAND DELIVERY TO:

Remora Petroleum, L.P. Ballot Processing
c/o DRC
6201 15th Avenue
Brooklyn, New York 11219
Email: rpinfo@donlinrecano.com

Telephone: 1-800-236-1551 (Toll Free U.S. or
Canada) or 212-771-1128 (International)

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020, THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED.

OPT-OUT FORMS MAY BE SUBMITTED BY EMAIL, USING AN INDUSTRY STANDARD FORMAT SUCH AS PDF, AND WITH “REMORA OPT-OUT FORM” IN THE SUBJECT LINE, TO: rpinfo@donlinrecano.com.

Class 4 – Intercompany Claims and Class 5 – Equity Interests

INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions (the “**Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan.
2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision opt out of the Plan if applicable; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.
3. **Return of Opt-Out Form:** The Opt-Out Form must be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Release Opt-Out Deadline, which is 4:00 p.m. prevailing Central Time on October 16, 2020.
4. If an Opt-Out Form is received by the Voting and Claims Agent after the Release Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Release Opt-Out Deadline in writing with respect to such Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
 - ANY OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR EQUITY INTEREST;
 - ANY OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
 - ANY OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE VOTING AND CLAIMS AGENT), ANY INDENTURE TRUSTEE OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
 - ANY UNSIGNED OPT-OUT FORM; OR
 - ANY OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Opt-Out Forms to the Voting and Claims Agent is at the election and risk of each Holder of a Claim or Equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that you use

an overnight or hand delivery service. In all cases, you should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder of a Class 4 – Intercompany Claims or Class 5 – Equity Interests, as applicable, with respect to the same Class 4 or Class 5 Claim or Equity Interest, as applicable, prior to the Release Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Third-Party Release. Accordingly, at this time, Holders of Equity Interests should not surrender certificates or instruments representing or evidencing their Claims or Equity Interests, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.
8. This Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Opt-Out Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT
THE VOTING AND CLAIMS AGENT AT:**

800-236-1551 (Toll Free U.S. and Canada) or 212-771-1128 (International)

Or via email: rpinfo@donlinrecano.com

<p>IF THE VOTING AND CLAIMS AGENT DOES NOT <u>ACTUALLY RECEIVE</u> THIS OPT-OUT FORM FROM YOU BEFORE THE RELEASE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE COUNTED.</p>
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**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR
TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN,
OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED
HEREWITH.**

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Article XIV – Effects of Confirmation

Debtors' Releases. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY, ACQUITTED, RELEASED, AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, EACH ON BEHALF OF ITSELF AND ITS PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, ADVISORS, SUB-ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS AND OTHER PROFESSIONALS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH DEBTOR OR REORGANIZED DEBTOR (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING SUCH RESTRUCTURING TRANSACTIONS, THE NEGOTIATION, FORMULATION OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT,

PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING

TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and
- (e) with respect to each of the foregoing, such entity’s Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Related Party*” means, collectively, a Person’s current and former affiliates, and such Person’s and its current and former affiliates’ current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

“*Releasing Party*” means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;
- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder’s timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity’s Related Parties; and

(k) all other Holders of Claims and Equity Interests to the extent permitted by law.

“*Released Party*” means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and
- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity’s Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a “Released Party.”

Exhibit 4

Cure Notice

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., Debtors.¹ <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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NOTICE OF CURE AMOUNTS IN CONNECTION WITH CONTRACTS AND LEASES

PLEASE TAKE NOTICE that pursuant to the *Order (I) Approving (A) the Disclosure Statement as Containing Adequate Information, (B) Solicitation Procedures, (C) Form and Manner of the Confirmation Hearing Notice, and (D) Notice of Non-Voting Status and Opt-Out Opportunity; (II) Approving Procedures for Assumption of Contracts and Leases and Form and Manner of Cure Notice; and (III) Granting Related Relief* (the “**Disclosure Statement Order**”)² entered by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Court**”) on [●], 2020, the above-captioned debtors and debtors in possession (the “**Debtors**”), hereby provide notice (this “**Cure Notice**”) that one or more of the Debtors is party to the contract(s) or unexpired lease(s) (each, a “**Contract or Lease**” and, collectively, the “**Contracts and Leases**”) listed on Exhibit A attached hereto (the “**Contract Schedule**”) to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Contract(s) or Lease(s) is as set forth on the Contract Schedule (the “**Cure Amount**”).

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY (A “CONTRACT PARTY”) TO ONE OR MORE CONTRACTS OR LEASES, WITH ONE OR MORE OF THE DEBTORS, WHICH MAY BE EXECUTORY CONTRACTS OR UNEXPIRED LEASES AS SET FORTH ON THE CONTRACT SCHEDULE ATTACHED HERETO AS EXHIBIT A.³

PLEASE TAKE FURTHER NOTICE that if the Contract Schedule lists a Cure Amount of \$0.00 for a particular Contract or Lease, the Debtors believe there is no cure amount outstanding for that Contract or Lease as of the date of this Cure Notice.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Disclosure Statement Order.

³ This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is *not* an admission by the Debtors that such contract or lease is executory or unexpired.

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Amount associated with a Contract or Lease to which you are a party as of the date of this Cure Notice, you need not take any action.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amount, object to the proposed assumption or assumption and assignment of the Contract(s) or Lease(s) or object to the Debtors' ability to provide adequate assurance of future performance with respect to any Contract(s) or Lease(s), you must file an objection (a "**Cure Objection**") with the Court no later than 4:00 p.m. (Prevailing Central Time) on October 16, 2020 (or the 14th day after the date the objecting Contract Party is served with the Cure Notice, if such date is later than October 16, 2020) and such Cure Objection must (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Equity Interest held by such Entity; (iv) state with particularity the basis and nature of any objection; and (v) be filed, contemporaneously with a proof of service.

PLEASE TAKE FURTHER NOTICE that pursuant to the Disclosure Statement Order, if you do not timely file a Cure Objection by the appropriate deadline, then you shall forever be barred and estopped from objecting: (i) to the Cure Amount as the amount to cure all defaults to satisfy section 365 of the Bankruptcy Code and from asserting that any additional amounts are due or defaults exist; (ii) that any conditions to assumption or assumption and assignment must be satisfied under the Contract or Lease to which you are a Contract Party before such Contract or Lease can be assumed or assumed and assigned; or (iii) that the Debtors have not provided adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that if you do not object to (i) the Cure Amount for your Contract(s) or Lease(s); (ii) the ability of the Debtors to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code; or (iii) any other matter pertaining to assumption or assumption and assignment, then the Cure Amount(s) owed to you shall be paid as soon as reasonably practicable after the effective date of the assumption of such Contracts or Leases.

PLEASE TAKE FURTHER NOTICE that in the event of a timely filed Cure Objection by a Contract Party regarding: (i) the amount of any Cure Amount; (ii) the ability of the Debtors or the reorganized Debtors, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Contract(s) or Lease(s) to be assumed or assumed and assigned; or (iii) any other matter pertaining to assumption, the Cure Amount shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Contract(s) or Lease(s); provided, however, that the Debtors or the reorganized Debtors, as applicable, may settle any dispute regarding the amount of any Cure Amount without any further notice to or action, order or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Debtors' listing of a Contract or Lease on this Cure Notice shall not be deemed or construed as (i) a promise by the Debtors to seek the assumption of such Contract or Lease, (ii) a limitation or waiver on the Debtors' ability to amend,

modify or supplement this Cure Notice with an updated Cure Amount for a particular Contract or Lease, which updated Cure Amount may be lower than the original Cure Amount listed for such particular Contract or Lease, (iii) a limitation or waiver on the Debtors' ability to seek to reject any Contract or Lease, or (iv) an admission that any Contract or Lease is, in fact, an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to a Contract or Lease against the Debtors that may arise under such Contract or Lease. The Debtors reserve all their rights, claims and causes of action with respect to the contracts, leases and other agreements listed on the Contract Schedule.

PLEASE TAKE FURTHER NOTICE that all documents filed with the Court in connection with the above-captioned Chapter 11 cases, including the Disclosure Statement Order and the Plan, are available for free on the case information website of the Debtors' Voting and Claims Agent, Donlin, Recano & Company, Inc., at www.donlinrecano.com/remora.

Dated: [●], 2020

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

/s/ DRAFT

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Proposed Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Contracts Schedule

Exhibit 5

Form of Ballot for Class 1 (First Lien Lender Claims)

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., <p style="text-align: center;">Debtors.¹ </p> <hr/>	§ § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**BALLOT FOR
CLASS 1 – FIRST LIEN LENDER CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL BALLOTS MUST BE
COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED
BY DONLIN, RECANO & COMPANY, INC. (THE “VOTING AND CLAIMS AGENT”
OR “DRC”) ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON
OCTOBER 16, 2020 (THE “VOTING DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim that is not a/an Administrative Expense Claim; DIP Claim; Professional Fee Claim; Priority Tax Claim; First Lien Lender Adequate Protection Claim; Other Priority Claim; Other Secured Claim; Second Lien Claim; Unsecured Claim; Intercompany Claim; or Equity Interest (a “**First Lien Lender Secured Claim**”) as of the close of business on September 15, 2020 (the “**Voting Record Date**”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, the Confirmation Hearing Notice and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors’ Voting and Claims Agent by: (1) visiting the Debtors’ restructuring website at <https://www.donlinrecano.com/remora>; (2) writing to Remora Petroleum, L.P. Ballot

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

Processing c/o DRC, 6201 15th Avenue, Brooklyn, New York 11219; and/or (3) calling the Debtors' restructuring hotline at 800-236-1551 (Toll Free U.S. or Canada) or 212-771-1128 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at www.donlinrecano.com/remora.

This Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) opting out of the Third-Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 1 – First Lien Lender Secured Claims under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Ballot, please read and follow the enclosed "Instructions for Completing this Ballot" carefully to ensure that you complete, execute and return this Ballot properly.

There are two ways by which you may submit your Ballot. You may return your Ballot to the Voting and Claims Agent via mail by following the instructions set forth below or you may submit your Ballot via the Voting and Claims Agent's online portal. To submit your Ballot via the Voting and Claims Agent's online portal, please visit www.donlinrecano.com/clients/remora/vote.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Form ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 1 – First Lien Lender Secured Claims in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 1 – First Lien Lender Secured Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES

ARTICLE XIV OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

If you vote to accept the plan, you will be deemed to have consented to the Third-Party Release set forth in Article XIV.14.5 of the Plan. If you vote to reject the Plan or abstain from voting, you may elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Check the box below if you elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third-Party Release set forth in Article XIV.14.5 of the Plan. **PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.**

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE XIV.14.4 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- ☐ OPT-OUT ELECTION: The undersigned elects to opt-out of the Third-Party Release contained in Article XIV.14.5 of the Plan.

Item 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 1 – First Lien Lender Secured Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 1 – First Lien Lender Secured Claims being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Class 1 – First Lien Lender Secured Claims in a single Class; and
- d. that no other Ballots with respect to the amount of the Class 1 – First Lien Lender Secured Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 1 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder: _____	(Print or Type)
Social Security or Federal Tax Identification Number: _____	
Signature: _____	
Name of Signatory: _____	
(If other than Holder)	
Title: _____	
Address: _____	

Date Completed: _____	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED
 THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS
 BALLOT OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020,
 THEN YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED
 TOWARD CONFIRMATION OF THE PLAN.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN
 THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE
 WITH THE BELOW) WILL NOT BE ACCEPTED

Class 1 – First Lien Lender Secured Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; and (c) sign, date and return an original of your Ballot in accordance with paragraph 3 directly below.
3. **Return of Ballots:** Your Ballot **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 4:00 p.m. Prevailing Central Time on October 16, 2020. To ensure your vote is counted toward confirmation of the Plan, you must return your completed Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit www.donlinrecano.com/clients/remora/vote.
4. If a Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - ANY BALLOT THAT PARTIALLY REJECTS AND PARTIALLY ACCEPTS THE PLAN;
 - ANY BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE CLAIMANT;
 - ANY BALLOT THAT FAILS TO INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH ACCEPTANCE AND REJECTION OF THE PLAN, WILL NOT BE COUNTED;
 - ANY BALLOT THAT IS UNSIGNED, OR THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF AN INTEREST. UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT), ONLY BALLOTS THAT ARE TIMELY RECEIVED WITH ORIGINAL SIGNATURES WILL BE COUNTED;

- ANY BALLOT POSTMARKED PRIOR TO THE VOTING DEADLINE, BUT RECEIVED AFTER THE VOTING DEADLINE, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT);
 - EXCEPT AS NOTED HEREIN, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT) FACSIMILE BALLOTS, OR BALLOTS SUBMITTED VIA EMAIL OR OTHER ELECTRONIC TRANSMISSION, WILL NOT BE COUNTED;
 - ANY BALLOT TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL);
 - ANY UNSIGNED BALLOT;
 - ANY SIMULTANEOUSLY CASTED BALLOTS THAT ARE INCONSISTENT; OR
 - ANY BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a First Lien Lender Secured Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
 6. If multiple Ballots are received from the same Holder of a Class 1 – First Lien Lender Secured Claim with respect to the same Class 1 Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. You must vote all of your First Lien Lender Secured Claims within Class 1 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple First Lien Lender Secured Claims within Class 1, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple First Lien Lender Secured Claims within Class 1 for the purpose of counting votes.
 8. The Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan and (ii) opt-out of the Third-Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 9. This Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.

10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot and/or Ballot that you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

THE VOTING AND CLAIMS AGENT AT:

800-236-1551 (Toll Free U.S. and Canada) or 212-771-1128 (International)

Or via email: DRCVote@donlinrecano.com

<p>IF THE VOTING AND CLAIMS AGENT DOES NOT <u>ACTUALLY RECEIVE</u> THIS BALLOT FROM YOU BEFORE THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.</p>

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Article XIV – Effects of Confirmation

Debtors' Releases. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY, ACQUITTED, RELEASED, AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, EACH ON BEHALF OF ITSELF AND ITS PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES,

AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, ADVISORS, SUB-ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS AND OTHER PROFESSIONALS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH DEBTOR OR REORGANIZED DEBTOR (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING SUCH RESTRUCTURING TRANSACTIONS, THE NEGOTIATION, FORMULATION OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED

AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any

judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and

- (e) with respect to each of the foregoing, such entity's Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Related Party" means, collectively, a Person's current and former affiliates, and such Person's and its current and former affiliates' current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Releasing Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;
- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity's Related Parties; and
- (k) all other Holders of Claims and Equity Interests to the extent permitted by law.

"Released Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and

- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity's Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

Exhibit 6

Form of Ballot for Class 2 (Second Lien Claims)

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., <p style="text-align: center;">Debtors.¹ </p> <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**BALLOT FOR
CLASS 2 – SECOND LIEN CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL BALLOTS MUST BE
COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED
BY DONLIN, RECANO & COMPANY, INC. (THE “VOTING AND CLAIMS AGENT”
OR “DRC”) ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON
OCTOBER 16, 2020 (THE “VOTING DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) are soliciting votes with respect to the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended from time to time, the “Plan”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “Disclosure Statement”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim that is not a/an Administrative Expense Claim; DIP Claim; Professional Fee Claim; Priority Tax Claim; First Lien Lender Adequate Protection Claim; Other Priority Claim; Other Secured Claim; First Lien Lender Secured Claim; Unsecured Claim; Intercompany Claim; or Equity Interest (a “Second Lien Claim”) as of the close of business on September 15, 2020 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, the Confirmation Hearing Notice and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors’ Voting and Claims Agent by: (1) visiting the Debtors’ restructuring website at www.donlinrecano.com/remora; (2) writing to Remora Petroleum, L.P. Ballot Processing c/o

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

DRC, 6201 15th Avenue, Brooklyn, New York 11219; and/or (3) calling the Debtors' restructuring hotline at 800-236-1551 (Toll Free U.S. or Canada) or 212-771-1128 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at www.donlinrecano.com/remora.

This Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) opting out of the Third-Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 2 – Second Lien Claims under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Ballot, please read and follow the enclosed "Instructions for Completing this Ballot" carefully to ensure that you complete, execute and return this Ballot properly.

There are two ways by which you may submit your Ballot. You may return your Ballot to the Voting and Claims Agent via mail by following the instructions set forth below or you may submit your Ballot via the Voting and Claims Agent's online portal. To submit your Ballot via the Voting and Claims Agent's online portal, please visit www.donlinrecano.com/clients/remora/vote.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Form ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 2 – Second Lien Claims in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 2 – Second Lien Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES

ARTICLE XIV OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

If you vote to accept the plan, you will be deemed to have consented to the Third-Party Release set forth in Article XIV.14.5 of the Plan. If you vote to reject the Plan or abstain from voting, you may elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Check the box below if you elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third-Party Release set forth in Article XIV.14.5 of the Plan. **PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.**

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE XIV.14.4 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- ☐ OPT-OUT ELECTION: The undersigned elects to opt-out of the Third-Party Release contained in Article XIV.14.5 of the Plan.

Item 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 2 – Second Lien Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 2 – Second Lien Claims being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Class 2 – Second Lien Claims in a single Class; and
- d. that no other Ballots with respect to the amount of the Class 2 – Second Lien Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 2 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder: _____	(Print or Type)
Social Security or Federal Tax Identification Number: _____	
Signature: _____	
Name of Signatory: _____	
(If other than Holder)	
Title: _____	
Address: _____	

Date Completed: _____	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED
 THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS
 BALLOT OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020,
 THEN YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED
 TOWARD CONFIRMATION OF THE PLAN.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN
 THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE
 WITH THE BELOW) WILL NOT BE ACCEPTED

Class 2 – Second Lien Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; and (c) sign, date and return an original of your Ballot in accordance with paragraph 3 directly below.
3. **Return of Ballots:** Your Ballot **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 4:00 p.m. Prevailing Central Time on October 16, 2020. To ensure your vote is counted toward confirmation of the Plan, you must return your completed Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit www.donlinrecano.com/clients/remora/vote.
4. If a Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - ANY BALLOT THAT PARTIALLY REJECTS AND PARTIALLY ACCEPTS THE PLAN;
 - ANY BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE CLAIMANT;
 - ANY BALLOT THAT FAILS TO INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH ACCEPTANCE AND REJECTION OF THE PLAN, WILL NOT BE COUNTED;
 - ANY BALLOT THAT IS UNSIGNED, OR THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF AN INTEREST. UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT), ONLY BALLOTS THAT ARE TIMELY RECEIVED WITH ORIGINAL SIGNATURES WILL BE COUNTED;

- ANY BALLOT POSTMARKED PRIOR TO THE VOTING DEADLINE, BUT RECEIVED AFTER THE VOTING DEADLINE, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT);
 - EXCEPT AS NOTED HEREIN, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT) FACSIMILE BALLOTS, OR BALLOTS SUBMITTED VIA EMAIL OR OTHER ELECTRONIC TRANSMISSION, WILL NOT BE COUNTED;
 - ANY BALLOT TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL);
 - ANY UNSIGNED BALLOT;
 - ANY SIMULTANEOUSLY CASTED BALLOTS THAT ARE INCONSISTENT; OR
 - ANY BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of an Second Lien Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
 6. If multiple Ballots are received from the same Holder of a Class 2 – Second Lien Claim with respect to the same Class 2 Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. You must vote all of your Second Lien Claims within Class 2 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Second Lien Claims within Class 2, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Second Lien Claims within Class 2 for the purpose of counting votes.
 8. The Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan and (ii) opt-out of the Third-Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 9. This Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.

10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot and/or Ballot that you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

THE VOTING AND CLAIMS AGENT AT:

800-236-1551 (Toll Free U.S. and Canada) or 212-771-1128 (International)

Or via email: DRCVote@donlinrecano.com

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT FROM YOU BEFORE THE VOTING DEADLINE, WHICH IS
5:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020, THEN
YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Article XIV – Effects of Confirmation

Debtors' Releases. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY, ACQUITTED, RELEASED, AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, EACH ON BEHALF OF ITSELF AND ITS PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES,

AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, ADVISORS, SUB-ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS AND OTHER PROFESSIONALS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH DEBTOR OR REORGANIZED DEBTOR (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING SUCH RESTRUCTURING TRANSACTIONS, THE NEGOTIATION, FORMULATION OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED

AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any

judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and

- (e) with respect to each of the foregoing, such entity's Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Related Party" means, collectively, a Person's current and former affiliates, and such Person's and its current and former affiliates' current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Releasing Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;
- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity's Related Parties; and
- (k) all other Holders of Claims and Equity Interests to the extent permitted by law.

"Released Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and

- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity's Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

Exhibit 7

Form of Ballot for Class 3 (Unsecured Claims)

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

<hr/> In re: REMORA PETROLEUM, L.P., et al., <p style="text-align: center;">Debtors.¹ </p> <hr/>	§ § § § § §	Chapter 11 Case No. 20-34037 (DRJ) (Jointly Administered)
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**BALLOT FOR
CLASS 3 – UNSECURED CLAIMS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL BALLOTS MUST BE
COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED
BY DONLIN, RECANO & COMPANY, INC. (THE “VOTING AND CLAIMS AGENT”
OR “DRC”) ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON
OCTOBER 16, 2020 (THE “VOTING DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) are soliciting votes with respect to the *Plan of Reorganization of Remora Petroleum, L.P. and its Affiliated Debtors* (as may be amended from time to time, the “Plan”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “Disclosure Statement”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim that is not a/an Administrative Expense Claim; DIP Claim; Professional Fee Claim; Priority Tax Claim; First Lien Lender Adequate Protection Claim; Other Priority Claim; Other Secured Claim; First Lien Lender Secured Claim; Second Lien Claim; Intercompany Claim; or Equity Interest (an “Unsecured Claim”) as of the close of business on September 15, 2020 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, the Confirmation Hearing Notice and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors’ Voting and Claims Agent by: (1) visiting the Debtors’ restructuring website at www.donlinrecano.com/remora; (2) writing to Remora Petroleum, L.P. Ballot Processing c/o

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Remora Petroleum, L.P. (4348); Remora Petroleum GP, LLC (4291); Remora Operating CA, LLC (1853); Remora Operating, LLC (7595); and Remora Operating Louisiana, LLC (0662). The location of the Debtors’ main corporate headquarters and the Debtors’ service address is: Building II, 807 Las Cimas Pkwy, Suite 275, Austin, TX 78746.

DRC, 6201 15th Avenue, Brooklyn, New York 11219; and/or (3) calling the Debtors' restructuring hotline at 800-236-1551 (Toll Free U.S. or Canada) or 212-771-1128 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy> or free of charge at www.donlinrecano.com/remora.

This Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan and (ii) opting out of the Third-Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3 – Unsecured Claims under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Ballot, please read and follow the enclosed "Instructions for Completing this Ballot" carefully to ensure that you complete, execute and return this Ballot properly.

There are two ways by which you may submit your Ballot. You may return your Ballot to the Voting and Claims Agent via mail by following the instructions set forth below or you may submit your Ballot via the Voting and Claims Agent's online portal. To submit your Ballot via the Voting and Claims Agent's online portal, please visit www.donlinrecano.com/clients/remora/vote.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Form ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 3 – Unsecured Claims in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 3 – Unsecured Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES

ARTICLE XIV OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

If you vote to accept the plan, you will be deemed to have consented to the Third-Party Release set forth in Article XIV.14.5 of the Plan. If you vote to reject the Plan or abstain from voting, you may elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Check the box below if you elect not to grant the Third-Party Release contained in Article XIV.14.5 of the Plan. Election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third-Party Release set forth in Article XIV.14.5 of the Plan. **PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.**

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE XIV.14.4 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- ☐ OPT-OUT ELECTION: The undersigned elects to opt-out of the Third-Party Release contained in Article XIV.14.5 of the Plan.

Item 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 3 – Unsecured Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 3 – Unsecured Claims being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- b. that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has cast the same vote with respect to all Class 3 – Unsecured Claims in a single Class; and
- d. that no other Ballots with respect to the amount of the Class 3 – Unsecured Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 3 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder: _____	(Print or Type)
Social Security or Federal Tax Identification Number: _____	
Signature: _____	
Name of Signatory: _____	
(If other than Holder)	
Title: _____	
Address: _____	

Date Completed: _____	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT
PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED
 THEREON.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS
 BALLOT OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020,
 THEN YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED
 TOWARD CONFIRMATION OF THE PLAN.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN
 THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE
 WITH THE BELOW) WILL NOT BE ACCEPTED

Class 3 – General Unsecured Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; and (c) sign, date and return an original of your Ballot in accordance with paragraph 3 directly below.
3. **Return of Ballots:** Your Ballot **MUST** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 4:00 p.m. Prevailing Central Time on October 16, 2020. To ensure your vote is counted toward confirmation of the Plan, you must return your completed Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit www.donlinrecano.com/clients/remora/vote.
4. If a Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - ANY BALLOT THAT PARTIALLY REJECTS AND PARTIALLY ACCEPTS THE PLAN;
 - ANY BALLOT THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE CLAIMANT;
 - ANY BALLOT THAT FAILS TO INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, OR THAT INDICATES BOTH ACCEPTANCE AND REJECTION OF THE PLAN, WILL NOT BE COUNTED;
 - ANY BALLOT THAT IS UNSIGNED, OR THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF AN INTEREST. UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT), ONLY BALLOTS THAT ARE TIMELY RECEIVED WITH ORIGINAL SIGNATURES WILL BE COUNTED;

- ANY BALLOT POSTMARKED PRIOR TO THE VOTING DEADLINE, BUT RECEIVED AFTER THE VOTING DEADLINE, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT);
 - EXCEPT AS NOTED HEREIN, UNLESS AUTHORIZED BY THE DEBTORS (WITH THE CONSENT OF THE FIRST LIEN AGENT) FACSIMILE BALLOTS, OR BALLOTS SUBMITTED VIA EMAIL OR OTHER ELECTRONIC TRANSMISSION, WILL NOT BE COUNTED;
 - ANY BALLOT TRANSMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE PORTAL);
 - ANY UNSIGNED BALLOT;
 - ANY SIMULTANEOUSLY CASTED BALLOTS THAT ARE INCONSISTENT; OR
 - ANY BALLOT NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
5. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of an Unsecured Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
 6. If multiple Ballots are received from the same Holder of a Class 3 – Unsecured Claim with respect to the same Class 3 Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
 7. You must vote all of your Unsecured Claims within Class 3 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Unsecured Claims within Class 3, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Unsecured Claims within Class 3 for the purpose of counting votes.
 8. The Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan and (ii) opt-out of the Third-Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
 9. This Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.

10. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
11. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot and/or Ballot that you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

THE VOTING AND CLAIMS AGENT AT:

800-236-1551 (Toll Free U.S. and Canada) or 212-771-1128 (International)

Or via email: DRCVote@donlinrecano.com

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT FROM YOU BEFORE THE VOTING DEADLINE, WHICH IS
5:00 P.M. PREVAILING CENTRAL TIME ON OCTOBER 16, 2020, THEN
YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR
TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN,
OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED
HEREWITH.

**PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE,
EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE LISTED
BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND
CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND
INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

Article XIV – Effects of Confirmation

**Debtors' Releases. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY
CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN,
ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED
EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND
COLLECTIVELY, ACQUITTED, RELEASED, AND DISCHARGED BY THE
DEBTORS, THE REORGANIZED DEBTORS, AND THE ESTATES, EACH ON BEHALF
OF ITSELF AND ITS PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARIES,**

AFFILIATES, CURRENT AND FORMER OFFICERS, DIRECTORS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, ADVISORS, SUB-ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS AND OTHER PROFESSIONALS, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH DEBTOR OR REORGANIZED DEBTOR (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING SUCH RESTRUCTURING TRANSACTIONS, THE NEGOTIATION, FORMULATION OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING.

Releases by Holders of Claims and Equity Interests. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH RELEASING PARTY EXPRESSLY, UNCONDITIONALLY, GENERALLY, AND INDIVIDUALLY AND COLLECTIVELY RELEASES, ACQUITS, AND DISCHARGES THE DEBTORS, REORGANIZED DEBTORS, AND RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY HOLDER OF ANY CLAIM AGAINST OR INTEREST IN THE DEBTORS AND ANY CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OTHER ENTITY, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE OR OTHERWISE, THAT SUCH RELEASING PARTY (WHETHER INDIVIDUALLY OR COLLECTIVELY), EVER HAD, NOW HAS OR HEREFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING EFFORTS, THE DEBTORS' INTERCOMPANY TRANSACTIONS (INCLUDING DIVIDENDS PAID), ANY PREFERENCE OR AVOIDANCE CLAIM PURSUANT TO SECTIONS 544, 547, 548, AND 549 OF THE BANKRUPTCY CODE, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION RELATING TO ANY SECURITY OF THE DEBTORS, OR ANY OTHER TRANSACTION OR OTHER ARRANGEMENT WITH THE DEBTORS WHETHER BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS AFFECTED BY OR CLASSIFIED IN THE PLAN, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE RESTRUCTURING TRANSACTIONS IMPLEMENTED BY THE PLAN, THE NEGOTIATION, FORMULATION, OR PREPARATION OF SUCH RESTRUCTURING TRANSACTIONS, THE PLAN, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, OR ANY RELATED AGREEMENTS, ANY ASSET PURCHASE AGREEMENT, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) CREATED OR ENTERED INTO IN CONNECTION THE DISCLOSURE STATEMENT, THE PLAN, THE CHAPTER 11 CASES, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN, OR ANY OTHER RELATED

AGREEMENT, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR ARISING ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING; PROVIDED THAT NOTHING IN THE FOREGOING SHALL RESULT IN ANY OF THE DEBTORS' OFFICERS AND DIRECTORS WAIVING ANY INDEMNIFICATION CLAIMS AGAINST ANY OF THEIR INSURANCE CARRIERS OR ANY RIGHTS AS BENEFICIARIES OF ANY INSURANCE POLICIES, WHICH INSURANCE POLICIES SHALL BE ASSUMED BY THE REORGANIZED DEBTORS, EXCEPT TO THE EXTENT PROVIDED FOR IN THE PLAN.

Exculpation and Limitation of Liability. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any cause of action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Disclosure Statement, the Plan, or any Restructuring Transaction implemented by the Plan, contract, instrument, release or other agreement or document (including providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Injunction. ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 AND 362 OF THE BANKRUPTCY CODE OR OTHERWISE AND IN EFFECT ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all entities who have held, hold, or may hold Claims or interests that have been released pursuant to the Plan, discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, any non-Debtor subsidiary, the Reorganized Debtors, the Released Parties, or the Exculpated Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any

judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Limitation of Liability and Indemnification: Wind Down Representative. The Wind Down Representative shall not be liable to any person for, and shall be indemnified and held harmless by the Reorganized Debtors, other than Reorganized Remora Operating, after the Effective Date against any cause of action arising out of its involvement with the Debtors prior to the Effective Date in preparation for its role, and arising out of its service on and after the Effective Date as the Wind Down Representative other than criminal conduct, willful misconduct or intentional fraud, in each case as determined by Final Order.

Article X.15.6 – Binding Effect

UPON THE OCCURRENCE OF THE EFFECTIVE DATE, THIS PLAN SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE DEBTORS, ALL PRESENT AND FORMER HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, INCLUDING THE REORGANIZED DEBTORS, ALL OTHER PARTIES-IN-INTEREST IN THE CHAPTER 11 CASES (IRRESPECTIVE OF WHETHER SUCH CLAIMS OR INTERESTS ARE DEEMED TO HAVE ACCEPTED THE PLAN), ALL ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH ENTITY ACQUIRING PROPERTY UNDER THE PLAN, AND ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS.

Relevant Definitions Related to Release and Exculpation Provisions:

“*Exculpated Party*” means, means, collectively, and in each case in its respective capacity as such:

- (a) the Debtors;
- (b) the First Lien Secured Parties;
- (c) the DIP Parties;
- (d) the Committee; and

- (e) with respect to each of the foregoing, such entity's Related parties, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Related Party" means, collectively, a Person's current and former affiliates, and such Person's and its current and former affiliates' current and former equity Holders (regardless of whether such interests are held directly or indirectly), and current and former members, subsidiaries, officers, directors, managers, principals, employees, agents, advisory board members, financial advisors, partners, advisers, sub-advisers, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, solely in their respective capacities as such and regardless of whether currently having such capacity.

"Releasing Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests;
- (e) the Debtors;
- (f) all Holders of Claims who vote to accept the Plan;
- (g) all Holders in voting Classes who receive a Ballot but abstain from voting on the Plan and do not check the appropriate box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (h) each Holder of a Claim entitled to vote who votes to reject the Plan and does not check the Release Opt Out Box on such Holder's timely submitted Ballot to indicate such Holder opts out of the releases set forth in Article XIV of the Plan;
- (i) each Holder of a Claim or Equity Interest deemed to have rejected the Plan that does not send a notice to the Debtor to opt out of the releases set forth in Article XIV of the Plan;
- (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (i), each such entity's Related Parties; and
- (k) all other Holders of Claims and Equity Interests to the extent permitted by law.

"Released Party" means, collectively, the following:

- (a) the First Lien Secured Parties;
- (b) the DIP Parties;
- (c) the Second Lien Secured Parties;
- (d) Holders of Equity Interests; and

- (e) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (d), each such Entity's Related Parties; provided that any Holder of a Claim or Equity Interest that opts out of the releases contained in the Plan shall not be a "Released Party."