

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i> ,)	Case No. 18-11174 (KG)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	

MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (A) APPROVING THE DISCLOSURE STATEMENT, (B) ESTABLISHING THE VOTING RECORD DATE, VOTING DEADLINE, AND OTHER DATES, (C) APPROVING PROCEDURES FOR SOLICITING, RECEIVING, AND TABULATING VOTES ON THE PLAN AND FOR FILING OBJECTIONS TO THE PLAN, AND (D) APPROVING THE MANNER AND FORMS OF NOTICE AND OTHER RELATED DOCUMENTS

The debtors in possession in the above-captioned cases (collectively, the “*Debtors*”) hereby move (this “*Motion*”) and respectfully state as follows:

PRELIMINARY STATEMENT

1. The Debtors’ core focus in these chapter 11 cases is maximizing and realizing the value of their assets through a robust re-marketing process and distributing those proceeds under their proposed Plan (as defined below). The Plan and the sale process are supported by a substantial majority in amount of the Debtors’ first lien lenders (the “*Consenting First Lien Lenders*”), the agent under their first lien credit facility (the “*First Lien Agent*”), and a majority of their second lien lenders (the “*Consenting Second Lien Lenders*”) under a sale and plan

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.



support agreement (as amended, the “*SAPSA*”),² meaning the Debtors have a clear path and directive to achieve exactly that goal. To do so in the most efficient manner, the Debtors seek to take the first steps toward confirmation of the Plan now, while also beginning their marketing efforts anew and establishing the framework for the sale process by separate motion.

2. The Plan is the result of substantial negotiations among the Debtors, the First Lien Agent, the Consenting First Lien Lenders, and the Consenting Second Lien Lenders. It reflects the reality that substantially all of the Debtors’ assets are encumbered by their lenders’ liens and security interests, and based on the current indications of value from the Debtors’ prepetition marketing process, those assets may be worth as little as less-than-half the face amount of the Debtors’ first lien credit facility. Despite this circumstance, however, the Plan provides, subject to the terms of the Second Lien Credit Agreement, for a fixed recovery to the second lien lenders and a cash pool for general unsecured creditors that is expected to result in a recovery rate at least equal to that of the second lien lenders (and potentially materially greater, depending on the results of claims reconciliation). In addition, and in keeping with the Debtors’ core objectives for these cases, the Plan and the *SAPSA* call for adequate reserves to be set aside to pay the administrative expenses of these Chapter 11 Cases and to fund a proper wind-down of the Debtors’ affairs after the Plan is consummated.

3. Approval of the Disclosure Statement (as defined below) and of the schedule and procedures described further below for soliciting votes on the Plan and notifying parties in interest of its proposed confirmation will allow the Debtors to move forward, minimize costs, and maximize value in these chapter 11 cases.

² A copy of the original, prepetition sale and plan support agreement and the first amendment thereto are attached to the Disclosure Statement (as defined below) as **Exhibit B** and **Exhibit C**, respectively.

RELIEF REQUESTED

4. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “*Proposed Order*”): (a) approving the Disclosure Statement, (b) establishing the voting record date, voting deadline and other related dates, (c) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan, and (d) approving the manner and forms of notice and other related documents.

JURISDICTION

5. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and, under Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 105, 1125, and 1126 of the Bankruptcy Code (as defined below) and rules 2002, 3003, 3017, and 3020 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”).

BACKGROUND

6. On May 15, 2018 (the “*Petition Date*”), the Debtors filed voluntary petitions in this Court commencing cases (the “*Chapter 11 Cases*”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “*Bankruptcy Code*”). The Debtors

continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested in the Chapter 11 Cases, and no committees have been appointed.

7. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Kimberly A. Weimer, Vice President and Chief Financial Officer of Enduro Resource Partners LLC, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 11] (the “**First Day Declaration**”), which is fully incorporated herein by reference.

THE DEBTORS’ DISCLOSURE STATEMENT AND PLAN

8. Contemporaneously herewith, the Debtors filed with this Court their *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Plan**”³) and the *Disclosure Statement for Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).

9. The Disclosure Statement is the product of the Debtors’ extensive review and analysis of their businesses, assets and liabilities, the circumstances leading to the Chapter 11 Cases and other significant events occurring during the Chapter 11 Cases. In addition, the Disclosure Statement reflects the Debtors’ thorough analysis of the Plan, including the distributions to Holders of Claims contemplated thereunder, the effect of the Plan on Holders of Claims and the resultant sale and liquidation of the Debtors’ estates if the Plan is confirmed and

³ Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Plan.

consummated. In performing this analysis, the Debtors sought and received the input of their advisors, executives and key management personnel, their major constituents, and such constituents' respective advisors.

10. Specifically, the Disclosure Statement contains the pertinent information necessary for the Holders of Claims entitled to vote on the Plan to make informed decisions about whether to vote to accept or reject the Plan, including, among other things, the following key sections and information contained therein:

- A. Executive Summary: statement of the purpose and effect of the Plan, overview of the classes of Claims and their respective treatment under the Plan, overview of the solicitation and voting procedures and confirmation and consummation of the Plan, including important dates with respect to voting on and objecting to the confirmation of the Plan and a summary of certain effects of confirmation of the Plan;
- B. Background to the Chapter 11 Cases: the Debtors' corporate history and capital structure, an overview of their business operations, the Debtors' prepetition indebtedness, and certain other events leading to the commencement of the Chapter 11 Cases;
- C. Events during the Chapter 11 Cases: first day motions and related relief, and other information related to the Debtors' chapter 11 process;
- D. Summary of the Plan: the classification and treatment of Claims under the Plan, acceptance and rejection of the Plan, means for implementation of the Plan, treatment of executory contracts and unexpired leases under the Plan, provisions governing distributions, the procedures for resolving contingent, unliquidated and disputed Claims, conditions precedent to confirmation and consummation of the Plan, settlement, release, injunction and related provisions and the binding nature of the Plan;
- E. Confirmation and Consummation Procedures: procedures for soliciting votes to accept or reject the Plan, confirmation procedures, statutory requirements for confirmation of the Plan and consummation of the Plan;
- F. Plan-Related Risk Factors: certain risk factors that may affect the Plan and the Debtors' businesses, as well as certain risks associated with forward-looking statements and overall disclaimer as to the information provided by and set forth in the Disclosure Statement;

- G. Alternatives to Confirmation and Consummation of the Plan: liquidation under chapter 7 of the Bankruptcy Code or the filing of alternative plans of reorganization;
- H. Tax Consequences of the Plan: certain U.S. federal income tax law consequences of the Plan with respect to Holders of Allowed Claims;
- I. Recommendation: the Debtors’ recommendation that Holders of Claims entitled to vote on the Plan vote to accept the Plan; and
- J. Financial Information: the Debtors’ liquidation analysis and projected recoveries.

Thus, the Disclosure Statement provides comprehensive information that will be relevant to Holders of Claims entitled to vote in determining whether to vote to accept or reject the Plan.

11. The Plan provides for the following distributions to be made to the Debtors’ creditors and interest holders:

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
1	Other Secured Claims	Each Holder of an Allowed Other Secured Claim shall receive, in the discretion of the Debtors, one of the following alternative treatments: (1) payment of the Allowed Class 1 Other Secured Claim in full in Cash from the Other Secured Claims Reserve Amount on the later of the Effective Date or as soon as practicable after a particular Claim becomes Allowed; (2) delivery to the Holder of the Allowed Class 1 Other Secured Claim of the collateral securing such Allowed Class 1 Other Secured Claim; or (3) such other treatment as may be agreed to by the applicable Debtor and the Holder.

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
2	First Lien Claims	Each Holder of a First Lien Claim shall receive: (i) on the Effective Date or as soon as reasonably practicable thereafter, a distribution of its share, as determined in accordance with the First Lien Credit Agreement, of (x) the First Lien Cash (including, promptly upon the return or release of such amounts to the Debtors, any deposits held by third parties, any holdback amount pursuant to any Purchase Agreement, or any similar amounts) and (y) solely in the event that there is no Acceptable Package 2 Purchaser at the conclusion of the Sale Process, one hundred percent (100%) of the Newco Equity and (ii) its share, as determined in accordance with the First Lien Credit Agreement, of (x) Cash remaining in the Sale Reserve Account and all other assets remaining in the Plan Administration Trust reasonably promptly after completion of the Wind Down; and (y) any Cash remaining in the Claims Reserve Account reasonably promptly after the closing of the Chapter 11 Cases. The treatment received by each holder of First Lien Claims shall be on account of its entire First Lien Claim, including any First Lien Deficiency Claim, and the holders of First Lien Claims shall be deemed to waive all turnover provisions under the Intercreditor Agreement solely with respect to distributions from the Unsecured Claims Reserve Amount and the Second Lien Claims Reserve Account.
3	General Unsecured Claims	Each Holder of a Class 3 Unsecured Claim shall receive payment in Cash in accordance with the Plan Administration Process equal to (i) if holders of General Unsecured Claims voting as a Class approve the Plan, the lesser of (A) the amount of such Claim and (B) a Pro Rata distribution of Cash from the Unsecured Claims Reserve Amount or (ii) otherwise, \$0.
4	Second Lien Claims	Subject to the Second Lien Credit Agreement, each Holder of a Class 4 Second Lien Claim shall receive the amount from the Second Lien Claims Reserve Amount that it is entitled to in accordance with the Second Lien Credit Agreement and the Plan Administration Process.
5	Intercompany Claims	Class 5 Intercompany Claims shall be cancelled and discharged, with the Holders of such Class 5 Intercompany Claims receiving no distribution on account of such Intercompany Claims.
6	Intercompany Interests	Class 6 Intercompany Interests shall be cancelled and discharged, with the Holders of such Class 6 Intercompany Interests receiving no distribution on account of such Intercompany Interests.

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
7	Enduro Equity Interests	Class 7 Enduro Equity Interests shall be cancelled and discharged, with the Holders of such Class 7 Enduro Equity Interests receiving no distribution on account of such Enduro Equity Interests.

THE PROPOSED SOLICITATION AND CONFIRMATION PROCESS

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

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	First Lien Claims	Impaired	Entitled to Vote
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Enduro Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

13. Based on the foregoing and as discussed in greater detail below, (a) the Debtors are proposing to solicit votes to accept or reject the Plan only from Holders of Claims in Classes 2, 3, and 4 (the “**Voting Classes**”), and (b) the Debtors are **not** proposing to solicit votes from Holders of Claims in Classes 1, 5, 6, and 7 (collectively, the “**Non-Voting Classes**”).

14. A chart listing certain dates and deadlines requested under the Proposed Order, subject to the availability and approval of the Court, is provided below (the “**Confirmation Schedule**”).⁴

Event	Date/Deadline	Description
Voting Record Date	June 20, 2018	The date for determining (a) which Holders of Claims in the Voting Classes, as defined herein, are entitled to vote to accept or reject the Plan and (b) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee or transferee, as applicable, can vote to accept or reject the Plan as the Holder of a Claim.
Solicitation Mailing and Confirmation Hearing Notice Date	June 25, 2018 (or three business days after entry of the Proposed Order, if later)	The date by which the Debtors will serve notice of the hearing to consider confirmation of the Plan and mail the Solicitation Packages (as defined below).
Deadline to Publish Notice of Confirmation Hearing	June 26, 2018	The date by which the Debtors will publish the Publication Notice (as defined below).
Exhibit Filing Date (Deadline to File Plan Supplement)	July 16, 2018	The date by which the Debtors will file the Plan Supplement.
Voting Deadline	July 23, 2018 at 5:00 p.m. (prevailing Eastern time)	The deadline by which all Ballots must be properly executed, completed, and delivered so that they are actually received by Kurtzman Carson Consultants LLC.

⁴ To the extent of any conflict between the dates in this chart and those in the Proposed Order, the dates in the Proposed Order shall control.

Event	Date/Deadline	Description
Objection Deadline for Confirmation Hearing	July 23, 2018 at 5:00 p.m. (prevailing Eastern time)	The deadline by which objections to the Plan must be filed with the Court and served so as to be actually received by the appropriate notice parties.
Confirmation Hearing	July 30, 2018 at 10:00 a.m. (prevailing Eastern time)	The date on which the Court will consider confirmation of the Plan.

BASIS FOR RELIEF

II. APPROVALS RELATING TO DISCLOSURE STATEMENT

A. Approval of Notice of Disclosure Statement Hearing

15. Bankruptcy Rule 3017(a) provides, in pertinent part:

After a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a).

16. The Debtors are requesting that this Motion be heard at 10:00 a.m. (prevailing Eastern time) on June 20, 2018 (the "***Disclosure Statement Hearing***"), which will allow for sufficient notice to parties in interest of such hearing.

17. Bankruptcy Rules 2002(b) and 2002(d) require notice by mail to all of a debtor's creditors and shareholders informing them of the time set for filing objections to, and the hearing to consider the approval of a disclosure statement. The Debtors will mail a notice, substantially in the form attached to the Proposed Order as **Exhibit 1** (the "***Disclosure Statement Notice***"), on May 18, 2018, by first class mail to (a) all known holders of claims against the Debtors, (b) all known equity security holders of the Debtors, and (c) the Notice Parties (as defined below).

18. The Disclosure Statement Notice provides that objections or responses to the Disclosure Statement, if any, must: (a) be made in writing; (b) conform to the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware; (c) state with particularity the legal and factual basis for the objection; and (d) be filed with this Court (contemporaneously with a proof of service), and be served so as to be **actually received** by each of the following parties (the “*Notice Parties*”) on or before 5:00 p.m. (prevailing Eastern time) on **June 15, 2018** (the “*Disclosure Statement Objection Deadline*”), which is 28 days after service of the Disclosure Statement Notice:

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Flr., Wilmington, DE 19899, Attn: Robert J. Dehney and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com); and
- (d) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

19. Requiring that objections to the Disclosure Statement be filed by the Disclosure Statement Objection Deadline will afford the Court and the Debtors sufficient time to consider objections before the Disclosure Statement Hearing. The Debtors submit that the foregoing notice and objection procedures provide adequate notice of the Disclosure Statement Hearing

and, accordingly, request that the Court find such notice as having been adequate pursuant to Bankruptcy Rule 3017.

B. Approval of Disclosure Statement as Containing “Adequate Information”

20. The Debtors submit that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. Section 1125(b) prohibits postpetition solicitation of a chapter 11 plan unless the plan (or summary thereof) and “a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information” are transmitted to those persons whose votes are being solicited. The Debtors desire to commence solicitation of acceptances of the Plan and, accordingly, request that the Court approve the Disclosure Statement as providing adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code, which defines “adequate information” as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

21. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision whether to vote for the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of New York*, 860 F.2d 94, 100 (3rd Cir. 1988) (“§ 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote”); *In re Monnier Bros.*, 755 F.2d 1336, 1341 (8th Cir. 1985); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001). Congress

intended that such informed judgments would be needed both to negotiate the terms of and to vote on a plan of reorganization. *Century Glove*, 860 F.2d at 100.

22. In evaluating whether a disclosure statement provides “adequate information,” courts adhere to Bankruptcy Code Section 1125’s instruction that making this determination is a flexible exercise based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) (“‘adequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records”); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.3d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case”); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 (“the information required will necessarily be governed by the circumstances of the case”).

23. Courts, including those within the Third Circuit, acknowledge that determining what constitutes “adequate information” for the purpose of satisfying section 1125 of the Bankruptcy Code resides within the broad discretion of the court. *See, e.g., In re PC Liquidation Corp.*, 383 B.R. 856, 865 (E.D.N.Y. 2008) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court”); *In re River Village Assoc.*, 181 B.R. 795, 804 (E.D. Pa. 1995) (same); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (same); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (Bankr. D. N.J. 2005) (same).

24. The Debtors respectfully submit that the Disclosure Statement contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code. To the extent necessary, the Debtors will demonstrate at the Disclosure Statement Hearing that the Disclosure Statement addresses the information set forth above in a manner that provides holders of Impaired Claims entitled to vote to accept or reject the Plan with adequate information within the meaning of section 1125 of the Bankruptcy Code. Therefore, the Debtors request that this Court approve the Disclosure Statement as containing “adequate information.”

III. CONFIRMATION SCHEDULE

25. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. In accordance with Bankruptcy Rule 3020(b)(2), therefore, the Debtors request that this Court enter an order setting July 30, 2018, at 10:00 a.m. (prevailing Eastern time) (or as soon thereafter as possible) as the hearing date to consider confirmation of the Plan (the “*Confirmation Hearing*”).

26. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” The Debtors request this Court to enter the Proposed Order setting July 23, 2018 at 5:00 p.m. (prevailing Eastern time), as the deadline (the “*Confirmation Objection Deadline*”) for filing and serving objections to confirmation of the Plan (“*Confirmation Objections*”).

27. The Debtors request that the Court order that Confirmation Objections, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such

objection, and (e) 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 Notice Parties (as defined above).

IV. ESTABLISHMENT OF VOTING RECORD DATE

28. Bankruptcy Rule 3018(a) provides that the “date the order approving the disclosure statement is entered or on another date fixed by the court, for cause, after notice and a hearing” is the record date for determining the “holders of stocks, bonds, debentures, notes and other securities” entitled to receive ballots and materials necessary for voting on the plan as specified in Bankruptcy Rule 3017(d). Bankruptcy Rule 3018(a) requires the record date to be set based on when the court enters the order approving the Disclosure Statement. Accordingly, the Debtors request that the Court fix June 20, 2018, as the voting record date with respect to all Claims entitled to vote on the Plan (the “*Voting Record Date*”). The Debtors will use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages (as defined below), vote to accept or reject the Plan, and/or receive notice of the Confirmation Hearing.

V. APPROVAL OF SOLICITATION PROCEDURES

A. Duties of Voting and Claims Agent

29. The Debtors have retained Kurtzman Carson Consultants LLC as its notice, claims, and solicitation agent (the “*Voting and Claims Agent*”) to assist them with the solicitation and voting process in the Chapter 11 Cases. The Voting and Claims Agent will assist the Debtors in, among other things, (a) mailing the Notice of Non-Voting Status (as defined below) to Holders of Claims in Non-Voting Classes and other non-voting parties entitled to notice, (b) mailing Solicitation Packages to Holders of Claims in the Voting Classes, (c) soliciting votes on the Plan, (d) receiving, tabulating, and reporting on Ballots cast for or against

the Plan, (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (f) if necessary, contacting creditors regarding the Plan and their Ballots.

B. Voting Ballots

30. The Debtors request approval of the Ballots for voting on the Plan in substantially the form attached as **Exhibit 2A**, **2B**, and **2C** to the Proposed Order. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Form No. 314, only to “creditors and equity security holders entitled to vote on the plan.” Fed R. Bankr. P. 3017(d). The form for the Ballots is based on Official Form No. 314, but has been modified to address the particular aspects of these Chapter 11 Cases and include certain additional information that the Debtors believe to be relevant and appropriate for such class of Claims. All Ballots will be accompanied by pre-addressed, postage prepaid return envelopes addressed to the Voting and Claims Agent.

C. Additional Notices

31. **Non-Voting Notice**. Under the Plan, the Non-Voting Classes are (a) deemed to reject the Plan or (b) are “unimpaired” as defined in the Bankruptcy Code and are conclusively presumed to accept the Plan. Classes of Claims that are deemed or presumed to accept or reject the Plan are not entitled to vote. Accordingly, the Non-Voting Classes will not receive Solicitation Packages or Ballots. Rather, the Debtors will mail to the Non-Voting Classes a notice, substantially in the form of **Exhibit 3** attached to the Proposed Order (the “***Notice of Non-Voting Status***”), that gives (a) notice of the filing of the Plan, (b) notice that such party has been identified as holder of a Non-Voting Class, (c) instructions regarding the Confirmation

Hearing and how to obtain a copy of the Solicitation Package (other than Ballots) free of charge, and (d) detailed directions for filing objections to confirmation of the Plan.

32. Contract/Lease Notice. Parties to certain of the Debtors' executory contracts and unexpired leases may not have scheduled Claims or Claims based upon filed Proofs of Claim pending the disposition of their contracts or leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Confirmation Hearing, they will receive a notice, substantially in the form of **Exhibit 4** attached to the Proposed Order (the "**Contract/Lease Notice**"), that gives (a) notice of the filing of the Plan, (b) notice that such party has been identified as a party to an Executory Contract or Unexpired Lease, (c) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge, and (d) detailed directions for filing objections to confirmation of the Plan.

D. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing

33. Bankruptcy Rule 3017(d) specifies the materials to be distributed to all impaired creditors and equity security holders following approval of a disclosure statement. Pursuant to this Bankruptcy Rule, the Debtors propose to transmit or cause to be transmitted on or before June 25, 2018, or three business days after entry of the Proposed Order, if later (the "**Solicitation Mailing Date**"), subject to the limitations contained therein and elsewhere in this Motion, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the "**Solicitation Package**") containing a printed version, or other electronic means, as appropriate, of the following:

- (a) a notice of the Confirmation Hearing, the Confirmation Objection Deadline, the Voting Deadline (as defined below), and the Solicitation Procedures, in substantially the form of the notice attached as **Exhibit 5** to the Proposed Order (the "**Confirmation Hearing Notice**"), which the Debtors hereby request the Court to approve;

- (b) the Disclosure Statement;
- (c) the Plan (which may be furnished in the Solicitation Package as **Exhibit A** to the Disclosure Statement);
- (d) the Proposed Order, in its entered form (without exhibits attached);
- (e) a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan; and
- (f) to the extent applicable, a Ballot and/or notice, appropriate for the specific holder, in substantially the forms attached to the Proposed Order (as may be modified for particular classes and with instruction attached thereto).

34. In addition, the Debtors propose to file the Plan Supplement with the Court on or before July 16, 2018 (the “***Exhibit Filing Date***”), which is five (5) business days before the Voting Deadline, as contemplated by the Plan.

35. Supplemental Notice of Confirmation Hearing. Additionally, to ensure proper notice of the Confirmation Hearing, the Debtors propose to send the Confirmation Hearing Notice to all parties that received the Disclosure Statement Notice, and to parties to executory contracts and unexpired leases that are not currently “creditors” as defined in section 101(10) of the Bankruptcy Code. Moreover, Bankruptcy Rule 2002(l) permits the Court to “order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice.” Fed. R. Bankr. P. 2002(l). The Debtors propose to publish the Confirmation Hearing Notice (or a substantially similar notice) on or prior to June 26, 2018, which will provide 34 days’ notice of the Confirmation Hearing, in the national edition of The Wall Street Journal and in the Fort Worth Star-Telegram. Additionally, the Debtors request that they be authorized (but not required) to publish the Confirmation Hearing Notice in such trade or other local publications of general circulation as the Debtors shall determine. The Debtors believe that publication of this notice will give sufficient notice of the Confirmation Hearing to persons who do not

otherwise receive notice by mail as provided for in the Proposed Order, as part of the Solicitation Package or otherwise.

E. When No Notice or Transmittal Necessary

36. Because sending Solicitation Packages and other notices to outdated or otherwise improper addresses results in needless expense, the Debtors request authority not to give notice or service of any kind upon any person or entity to whom the Debtors mailed the Disclosure Statement Hearing Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Debtors have been informed in writing by such person of that person’s new address.

VI. VOTING DEADLINE AND PROCEDURES FOR VOTE TABULATION

37. Voting Deadline. Bankruptcy Rule 3017(c) requires the Court to fix a time within which holders of claims may vote to accept or reject the Plan. Pursuant to this Bankruptcy Rule, the Debtors request this Court set 5:00 p.m. (prevailing Eastern time) on July 23, 2018 (the “*Voting Deadline*”) as the last date and time by which Ballots accepting or rejecting the Plan must be received by the Voting and Claims Agent in order to be counted. As the Debtors intend to distribute Solicitation Packages on or before June 25, 2018, creditors will have twenty-eight days to return their Ballots to the Voting and Claims Agent before the Voting Deadline.

38. To avoid uncertainty, provide guidance to the Debtors and the Voting and Claims Agent, and avoid the potential for inconsistent results, the Debtors request that the Court, pursuant to section 105(a) of the Bankruptcy Code, establish the guidelines set forth below for tabulating the vote to accept or reject the Plan:

- Votes Counted. The Debtors propose that any timely received Ballot that contains sufficient information to permit the identification of the claimant and the amount of the Claim and is cast as an acceptance or rejection of the Plan

will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan.

- Votes Not Counted. The Debtors further propose that the following Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:
 - (1) Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - (2) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (3) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
 - (4) Any Ballot that is properly completed, executed and timely filed, but (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
 - (5) Any Ballot submitted by facsimile, telecopy or electronic mail;
 - (6) Any unsigned Ballot;
 - (7) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), the First Lien Agent or its advisors, or the Debtors' financial or legal advisors; or
 - (8) Any Ballot not cast in accordance with the procedures approved in the Proposed Order.
- Duplicate Votes. Any duplicate Ballots will only be counted once.
- Changing Votes. Whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots, *provided, however*, that where an ambiguity exists as to which Ballot was the latest received, the Voting and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes. This procedure of counting the last Ballot is consistent with the practice under various state and federal corporate and securities laws.

- No Vote Splitting; Effect. The Debtors propose that the Court clarify that claim splitting is not permitted and order that creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.

39. Finally, copies of the Plan and Disclosure Statement (including after the Exhibit Filing Date, the Plan Supplement) and all pleadings and orders of the Bankruptcy Court will be made publicly available, for a fee via PACER at: <http://www.deb.uscourts.gov>, or free of charge from the Voting and Claims Agent at <http://www.kccllc.net/enduro>. Such documents and pleadings may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 967-0493; (b) visiting the Debtors' restructuring website at: www.kccllc.net/enduro; and/or (c) writing to Enduro Resource Partners LLC, c/o KCC, 233 Alaska Ave., El Segundo, CA 90245.

NOTICE

40. Notice of this Motion will be given to: (a) the U.S. Trustee; (b) counsel to the agent for the Debtors' prepetition first lien credit facility; (c) counsel to the lenders under the Debtors' prepetition second lien credit facility; (d) counsel to the Debtors' prepetition majority equity owner; (e) the parties included on the Debtors' consolidated list of thirty (30) largest unsecured creditors; (f) the United States Attorney's Office for the District of Delaware; (g) the attorneys general for the states in which the Debtors conduct business; (h) counsel to Enduro Royalty Trust; and (i) all parties who have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: May 18, 2018
Wilmington, Delaware

/s/ Kara Hammond Coyle

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
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Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Ref. Docket No. ____
)	

**ORDER (A) APPROVING THE DISCLOSURE STATEMENT,
(B) ESTABLISHING THE VOTING RECORD DATE, VOTING DEADLINE,
AND OTHER DATES, (C) APPROVING PROCEDURES FOR SOLICITING,
RECEIVING, AND TABULATING VOTES ON THE PLAN AND FOR FILING
OBJECTIONS TO THE PLAN, AND (D) APPROVING THE MANNER AND
FORMS OF NOTICE AND OTHER RELATED DOCUMENTS**

Upon the motion (the “*Motion*”)² of the Debtors for entry of an order, (a) approving the Disclosure Statement, (b) establishing the Voting Record Date, the Voting Deadline, and other dates and deadlines, (c) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan, and (d) approving the manner and forms of notice and other related documents; and the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

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

District Court for the District of Delaware dated as of February 29, 2012; 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 it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

B. The notices attached to this Order (collectively, the “*Notices*”) contain sufficient information and are appropriate under the circumstances.

C. The forms of the ballots attached to this Order (collectively, the “*Ballots*”) (i) are sufficiently consistent with Official Form No. 314, (ii) adequately address the particular needs of these Chapter 11 Cases, and (iii) are appropriate for the Classes of Claims entitled under the Plan to vote to accept or reject the Plan.

D. The time period set forth below during which the Debtors may solicit votes on the Plan is a reasonable period of time for creditors to make an informed decision as to whether to accept or reject the Plan.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. All objections, responses, statement, and comments, if any, in opposition to the Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Disclosure Statement Hearing, shall be, and hereby are, **overruled in their entirety** for the reasons stated on the record and, notwithstanding the foregoing, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

G. The notice and objection procedures provided in connection with the Disclosure Statement Hearing were reasonable and appropriate under the circumstances, and such notice and objection procedures were adequate pursuant to Bankruptcy Rule 3017.

H. The procedures set forth below regarding the Confirmation Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

IT IS THEREFORE ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.

I. APPROVAL OF THE DISCLOSURE STATEMENT

2. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement [Docket No. ____] is approved as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.

3. The Disclosure Statement Notice attached hereto as **Exhibit 1** is approved pursuant to Bankruptcy Rules 2002 and 3017.

II. CONFIRMATION HEARING AND OBJECTIONS

4. Pursuant to Bankruptcy Rule 3020(b)(2), the Confirmation Hearing shall be on July 30, 2018 at 10:00 a.m. prevailing Eastern Time; *provided, however*, that the Confirmation

Hearing may be continued from time to time by this Court or the Debtors without further notice to creditors or other parties in interest, other than an announcement at or before the Confirmation Hearing or any adjourned Confirmation Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases.

5. Pursuant to Bankruptcy Rule 3020(b)(1), the Confirmation Objection Deadline for filing and serving objections to confirmation of the Plan shall be July 23, 2018 at 5:00 p.m. (prevailing Eastern time), which deadline may be extended by the Debtors.

6. The Confirmation Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the “*Notice Parties*”) on or before the Confirmation Objection Deadline:

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Flr., Wilmington, DE 19899, Attn: Robert J. Dehney

and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com);
and

- (d) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

7. The deadline for the Debtors and any other party supporting the Plan to file any pleading in support of, or in response to any objection to, confirmation of the Plan is 10:00 a.m. (prevailing Eastern time) two (2) business days before the commencement of the Confirmation Hearing.

III. ESTABLISHMENT OF VOTING RECORD DATE AND DISALLOWANCE OF VOTES OF HOLDERS OF DISPUTED CLAIMS

8. Pursuant to Bankruptcy Rule 3017(d), June 20, 2018 shall be the voting record date (the “*Voting Record Date*”) with respect to all Claims. The Debtors shall use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan, and receive notice of the Confirmation Hearing.

9. Holders of Claims that are subject to a pending objection by the Debtors are not entitled to vote the disputed portion of their claim, unless such claim is temporarily allowed by this Court for voting purposes pursuant to Bankruptcy Rule 3018(a).

IV. APPROVAL OF SOLICITATION PROCEDURES

A. Duties of Voting and Claims Agent

10. The Voting and Claims Agent shall assist the Debtors in, among other things, (a) mailing Confirmation Hearing Notices to Holders of Claims in Non-Voting Classes and other non-voting parties entitled to notice, (b) mailing Solicitation Packages, (c) soliciting votes on the Plan, (d) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors, (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without

limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (f) if necessary, contacting creditors and equity interest holders regarding the Plan and their Ballots.

11. The Voting and Claims Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

B. Notices and Ballots

12. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

13. All Ballots sent to the Holders of Classes 2, 3, and 4 shall be accompanied by pre-addressed, postage prepaid return envelopes addressed to the Voting and Claims Agent.

14. Class 1 is Unimpaired and, thus, the Holders of such Unimpaired Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Unimpaired Claims.

15. Classes 5, 6, and 7 (the "***Rejecting Classes***") are conclusively presumed to reject the Plan, and the Debtors are not required to solicit their vote with respect to such Claims.

16. The Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Unimpaired Claims or Rejecting Classes. Rather, in lieu thereof and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of such Unimpaired Claims and Rejecting Classes, as well as Holders of Claims that are subject to a pending objection by the

Debtors, a notice, substantially in the form of **Exhibit 3** attached hereto (the “*Notice of Non-Voting Status*”).

17. The Debtors shall not be required to deliver Ballots or Solicitation Packages to counterparties to the Debtors’ executory contracts and unexpired leases who do not have scheduled Claims or Claims based upon filed Proofs of Claim. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the counterparties to the Debtors’ executory contracts and unexpired leases a notice, substantially in the form of **Exhibit 4** attached hereto (the “*Contract/Lease Notice*”).

18. Only a copy of the Confirmation Hearing Notice shall be distributed to holders, as of the Voting Record Date, of Administrative Claims, Priority Tax Claims, and Other Priority Claims, which are unclassified claims under the Plan.

C. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing

19. The Debtors are authorized to transmit, or cause to be transmitted, on or before June 25, 2018, or three business days after the date of this Order, if later (the “*Solicitation Mailing Date*”), by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “*Solicitation Package*”) containing a printed version of the following:

- (a) the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 5**;
- (b) the Disclosure Statement;
- (c) the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
- (d) the Proposed Order (without exhibits attached);

- (e) a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan; and
- (f) to the extent applicable, a Ballot and/or notice, appropriate for the specific holder, in substantially the forms attached to this Order (as may be modified for particular classes and with instruction attached thereto);

20. The Debtors shall file the Plan Supplement with the Court on or before July 16, 2018 (the “***Exhibit Filing Date***”), which filing is without prejudice to the Debtors’ rights to amend or supplement the Plan Supplement.

21. The Debtors shall publish the Confirmation Hearing Notice on or prior to June 26, 2018 in the national edition of The Wall Street Journal and in the Fort Worth Star-Telegram and shall be authorized (but not required) to publish the Confirmation Hearing Notice in such trade or other local publications of general circulation as the Debtors shall determine.

22. Publication of the Confirmation Hearing Notice as described herein shall constitute sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

V. VOTING DEADLINE AND PROCEDURES FOR VOTE TABULATION

23. Ballots for accepting or rejecting the Plan must be received by the Voting and Claims Agent on or before 5:00 p.m. (prevailing Eastern time) on July 23, 2018 (the “***Voting Deadline***”) to be counted.

24. Any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan.

25. The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- (b) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- (c) Any Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline;
- (d) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
- (e) Any Ballot that is properly completed, executed and timely filed, but (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
- (f) Any Ballot submitted by facsimile, telecopy or electronic mail;
- (g) Any unsigned Ballot;
- (h) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
- (i) Any Ballot not cast in accordance with the procedures approved in the Proposed Order.

26. Any duplicate Ballots will only be counted once.

27. Whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received by the Voting and Claims Agent prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots, *provided, however*, that where an ambiguity exists as to which Ballot was the latest received, the Voting and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

28. Claims splitting is not permitted and creditors who vote must vote all of their Claims within a particular class to either accept or reject the Plan.

29. Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by this Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

30. Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

31. Any class that does not have a holder of an allowed claim or a claim temporarily allowed by this Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

32. If a class contains claims eligible to vote and no holders of claims eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of claims in such class.

33. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or this Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any of these incur any liabilities for failure to provide such notification. Unless otherwise directed by this Court, delivery of defective or irregular Ballots shall not be deemed to have been made until such defects or

irregularities have been cured or waived. Ballots previously furnished (and as to which any defects or irregularities have not theretofore been cured or waived) shall not be counted.

34. The Debtors, in their discretion, and subject to contrary order of this Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as otherwise provided herein, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by this Court; *provided, however*, that such invalid Ballots shall be documented in the voting results filed with this Court.

35. Subject to contrary order of this Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; *provided, however*, that such invalid Ballots shall be documented in summary fashion in the voting results filed with this Court.

V. MISCELLANEOUS

36. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth in this Order shall constitute adequate and sufficient notice of the Confirmation Hearing and the Confirmation Objection Deadline and no further notice is necessary.

37. With respect to addresses from which one or more prior notices served in the Chapter 11 Cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Confirmation Hearing Notices and Solicitation Packages, as applicable, to those entities listed at such

addresses if the Debtors are not provided with an accurate address or forwarding address for such entities before the Solicitation Mailing Date, *provided* that the Debtors will promptly remit Confirmation Hearing Notice and Solicitation Packages (as applicable) if they are provided with a current address for the affected creditors following the Solicitation Mailing Date. Failure to attempt to re-deliver Confirmation Hearing Notices and Solicitation Packages, as applicable, to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).

38. The Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Publication Notice, the Cure Notice, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Publication Notice, the Cure Notice, and related documents and any other materials in the Solicitation Package prior to their distribution and publication, as applicable.

39. Nothing contained in the Motion or this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist or was not perfected as of the Petition Date, or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

40. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute

any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

41. 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) are satisfied by such notice.

42. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

43. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

44. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: _____, 2018
Wilmington, Delaware

Kevin Gross
United States Bankruptcy Judge

Exhibit 1

Disclosure Statement Notice

LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases, by: (i) calling the Debtors' restructuring hotline at (866) 967-0493; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Enduro>; and/or (iii) writing to Enduro Resource Partners LLC, c/o KCC, 2335 El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Enduro>.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith **must**: (i) be made in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), and be served upon the following parties (the "**Notice Parties**") so as to be **actually received** by each of them on or before **5:00 p.m. prevailing Eastern Time on June 15, 2018** (the "**Objection Deadline**"):

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Fl., Wilmington, DE 19899, Attn: Robert J. Dehney and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com); and
- (c) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement Motion are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Disclosure Statement Motion without further notice.

[Remainder of page intentionally left blank.]

Dated: _____
Wilmington, Delaware

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com

- and -

George A. Davis (admitted *pro hac vice*)
LATHAM & WATKINS LLP
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Email: george.davis@lw.com

- and -

Caroline A. Reckler (admitted *pro hac vice*)
Matthew L. Warren (admitted *pro hac vice*)
Jason B. Gott (admitted *pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
Email: caroline.reckler@lw.com
matthew.warren@lw.com
jason.gott@lw.com

Proposed Counsel for Debtors and Debtors in Possession

Exhibit 2A

Class 2 Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
Debtors. ¹	)	(Jointly Administered)
)	
)	

**BALLOT FOR VOTING
ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11 PLAN**

CLASS 2 – FIRST LIEN CLAIMS

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

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT
IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN
CARSON CONSULTANTS, LLC) ON OR BEFORE 5:00 P.M. PREVAILING EASTERN
TIME ON JULY 23, 2018 (THE “*VOTING DEADLINE*”) IN ACCORDANCE WITH THE
FOLLOWING:**

The above-captioned debtors and debtors in possession (together, the “*Debtors*”) are soliciting votes with respect to the *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Plan*”) as set forth in the *Disclosure Statement with Respect to the Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Disclosure Statement*”).² The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to Bankruptcy Code Section 1125, by entry of an order on [____], 2018 [Docket No. [__]] (the “*Disclosure Statement Order*”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

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

meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim in Class 2 on account of your First Lien Claim as of the Voting Record Date (the close of business on June 20, 2018). 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, Disclosure Statement Order, 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: <http://www.kccllc.net/Enduro>; (2) writing to Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at (866) 967-0493. You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/enduro>.

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan and (ii) opting out of the Releases by Holders of Claims and Interests. 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 or telephone number set forth above.

You should review the Disclosure Statement and the Plan 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 – First Lien Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

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 Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. 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 section 1129(b) of the Bankruptcy Code. 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 to the Voting and Claims Agent by the Voting Deadline.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (the close of business on June 20, 2018), the undersigned was the Holder of Class 2 – First Lien Claims against the Debtors in the following unpaid amount (insert unpaid amount in box below if not already completed):

\$ _____

Item 2. Vote on Plan.

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

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

THIS BALLOT IS TO BE USED FOR HOLDERS OF FIRST LIEN CLAIMS IN CLASS 2. YOUR VOTE ON THIS BALLOT FOR FIRST LIEN CLAIMS IN CLASS 2 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A CLASS 2 CLAIM.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X 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.

Check the box below if you elect not to grant the Releases by Holders of Claims and Interests contained in Article X.C of the Plan. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Releases by Holders of Claims and Interests set forth in Article X.C of the Plan. If you fail to return this Ballot, you will be deemed to have consented to the Releases by Holders of Claims and Interests. PLEASE BE ADVISED THAT BY RETURNING THIS BALLOT AND NOT CHECKING THE BOX BELOW OR BY FAILING TO RETURN THIS BALLOT YOU ELECT TO GRANT THE RELEASES BY HOLDERS OF CLAIMS AND INTERESTS 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 RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. 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 Releases by Holders of Claims and Interests contained in Article X.C 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 Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 2 Claims being voted, and, in either case, has the 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 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 Claims in a single Class; **and**
- (d) that no other Ballots with respect to the amount of the Class 2 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots 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:	_____

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.

IF VOTING BY MAIL, PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Enduro Ballot Processing Center
c/o KCC,
2335 Alaska Ave.
El Segundo, CA 90245
Telephone: (866) 967-0493

**THIS BALLOT MUST BE ACTUALLY RECEIVED
BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:

5:00 P.M. PREVAILING EASTERN TIME ON JULY 23, 2018.

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**

To submit your Ballot via the Voting and Claims Agent's online portal, please visit <http://www.kccllc.net/enduro>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.

Class 2 — First 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 Ballot is counted, you **must either**: (a) complete and submit this hard copy Ballot or (b) vote through the Debtors’ online balloting portal accessible through the Debtors’ case website <http://www.kccllc.net/enduro>. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**
3. **Use of Hard Copy Ballot.** 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 inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) provide the information required by Item 3 above **and**; (d) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/enduro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**
5. If a Ballot is received **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:
 - (a) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (b) Any Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline;
 - (c) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
 - (d) Any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;

- (e) Any Ballot submitted by facsimile, telecopy or electronic mail;
 - (f) Any unsigned Ballot;
 - (g) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
 - (h) Any Ballot not cast in accordance with the procedures approved in the Proposed Order.
6. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made 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.
7. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
8. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than (a) to vote to accept or reject the Plan and (b) opt-out of the Releases by Holders of Claims and Interests. 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.
10. 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.
11. **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.

12. 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 you received.

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,**

PLEASE CALL THE VOTING AND CLAIMS AGENT AT: (866) 967-0493.

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING EASTERN TIME ON JULY 23, 2018, 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.

**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN**

ARTICLE X SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

B. Releases by the Debtors

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross

negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the “Debtor Releases” set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. Exculpation

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. Injunction

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or

enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

Exhibit 2B

Class 3 Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

)	
In re:	)	Chapter 11
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
Debtors. ¹	)	(Jointly Administered)
)	
)	

BALLOT FOR VOTING
ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11 PLAN

CLASS 3 – GENERAL UNSECURED CLAIMS

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

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN CARSON CONSULTANTS LLC) ON OR BEFORE 5:00 P.M. PREVAILING EASTERN TIME ON JULY 23, 2018 (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (together, the “*Debtors*”) are soliciting votes with respect to the *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Plan*”) as set forth in the *Disclosure Statement with Respect to the Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Disclosure Statement*”).² The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [____], 2018 [Docket No. [__]] (the “*Disclosure Statement Order*”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

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

You are receiving this Ballot because our records indicate that you are a direct Holder of a Class 3 General Unsecured Claim, as of the Voting Record Date (the close of business on June 20, 2018). Accordingly, you have a right to (i) vote to accept or reject the Plan as provided in Item 2 below and (ii) opt-out of the Releases by Holders of Claims and Interests as provided in Item 2 below.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Disclosure Statement Order, 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: <http://www.kccllc.net/enduro>; (2) writing to Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at (866) 967-0493. You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/enduro>.

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan, and (ii) opting out of the Releases by Holders of Claims and Interests on account of your Class 3 General Unsecured Claim. 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 or telephone number set forth above.

You should review the Disclosure Statement and the Plan 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 – General Unsecured Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

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 Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. 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 section 1129(b) of the Bankruptcy Code. 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 to the Voting and Claims Agent by the Voting Deadline.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (the close of business on June 20, 2018), the undersigned was the Holder of Class 3 – General Unsecured Claims against the Debtors in the following unpaid amount (insert unpaid amount in box below if not already completed):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 3 – General 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

THIS BALLOT IS TO BE USED FOR HOLDERS OF GENERAL UNSECURED CLAIMS IN CLASS 3. YOUR VOTE ON THIS BALLOT FOR GENERAL UNSECURED CLAIMS IN CLASS 3 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A CLASS 3 CLAIM.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X 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.

Check the box below if you elect not to grant the Releases by Holders of Claims and Interests contained in Article X.C of the Plan. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Releases by Holders of Claims and Interests set forth in Article X.C of the Plan. If you fail to return this Ballot, you will be deemed to have consented to the Releases by Holders of Claims and Interests. PLEASE BE ADVISED THAT BY RETURNING THIS BALLOT AND NOT CHECKING THE BOX BELOW OR BY FAILING TO RETURN THIS BALLOT YOU ELECT TO GRANT THE RELEASES BY HOLDERS OF CLAIMS AND INTERESTS 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 RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. 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 Releases by Holders of Claims and Interests contained in Article X.C 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 Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 3 Claims being voted, and, in either case, has the 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 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 Claims in a single Class; **and**
- (d) that no other Ballots with respect to the amount of the Class 3 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots 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:	_____

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.

IF VOTING BY MAIL, PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Enduro Ballot Processing Center c/o KCC, 2335 Alaska Ave. El Segundo, CA 90245 Telephone: (866) 967-0493
--

<p>THIS BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:</p> <p>5:00 P.M. PREVAILING EASTERN TIME ON JULY 23, 2017.</p> <p>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 <u>NOT</u> BE ACCEPTED</p>
--

To submit your Ballot via the Voting and Claims Agent's online portal, please visit <http://www.kccllc.net/enduro>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.

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 Ballot is counted, you **must either**: (a) complete and submit this hard copy Ballot or (b) vote through the Debtors’ online balloting portal accessible through the Debtors’ case website <http://www.kccllc.net/enduro>. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**
3. **Use of Hard Copy Ballot.** 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 inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) provide the information required by Item 3 above **and**; (d) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/Enduro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**
5. If a Ballot is received **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:
 - (a) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (b) Any Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline;
 - (c) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
 - (d) Any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;

- (e) Any Ballot submitted by facsimile, telecopy or electronic mail;
 - (f) Any unsigned Ballot;
 - (g) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
 - (h) Any Ballot not cast in accordance with the procedures approved in the Proposed Order.
6. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made 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.
7. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
8. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (a) vote to accept or reject the Plan and (b) opt-out of the Releases by Holders of Claims and Interests. 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.
10. 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.
11. **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.

12. 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 you received.

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,**

PLEASE CALL THE VOTING AND CLAIMS AGENT AT: (866) 967-0493.

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING EASTERN TIME ON JULY 23, 2018, 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.

**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN**

ARTICLE X SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

B. Releases by the Debtors

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross

negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the “Debtor Releases” set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. Exculpation

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. Injunction

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or

enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

Exhibit 2C

Class 4 Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
)	

**BALLOT FOR VOTING
ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11 PLAN**

CLASS 4 – SECOND LIEN CLAIMS

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

**THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT
IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN
CARSON CONSULTANTS, LLC) ON OR BEFORE 5:00 P.M. PREVAILING EASTERN
TIME ON JULY 23, 2018 (THE “*VOTING DEADLINE*”) IN ACCORDANCE WITH THE
FOLLOWING:**

The above-captioned debtors and debtors in possession (together, the “*Debtors*”) are soliciting votes with respect to the *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Plan*”) as set forth in the *Disclosure Statement with Respect to the Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. ____] (as may be amended from time to time, the “*Disclosure Statement*”).² The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to Bankruptcy Code Section 1125, by entry of an order on [____], 2018 [Docket No. [__]] (the “*Disclosure Statement Order*”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

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

meanings set forth in the Plan.

You are receiving this Ballot because our records indicate that you are a Holder of a Claim in Class 4 on account of your Second Lien Claim as of the Voting Record Date (the close of business on June 20, 2018). 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, Disclosure Statement Order 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: <http://www.kccllc.net/enduro>; (2) writing to Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at (866) 967-0493. You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/enduro>.

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan and (ii) opting out of the Releases by Holders of Claims and Interests. 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 or telephone number set forth above.

You should review the Disclosure Statement and the Plan 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 4 – Second Lien Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

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 Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. 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 section 1129(b) of the Bankruptcy Code. 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 to the Voting and Claims Agent by the Voting Deadline.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (the close of business on June 20, 2018), the undersigned was the Holder of Class 4 – Second Lien Claims against the Debtors in the following unpaid amount (insert unpaid amount in box below if not already completed):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 4 – Second Lien Claims against the Debtors set forth in Item 1 above votes to (please check **one** box below):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

THIS BALLOT IS TO BE USED FOR HOLDERS OF SECOND LIEN CLAIMS IN CLASS 4. YOUR VOTE ON THIS BALLOT FOR SECOND LIEN CLAIMS IN CLASS 4 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A CLASS 4 CLAIM.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X 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.

Check the box below if you elect not to grant the Releases by Holders of Claims and Interests contained in Article X.C of the Plan. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Releases by Holders of Claims and Interests set forth in Article X.C of the Plan. If you fail to return this Ballot, you will be deemed to have consented to the Releases by Holders of Claims and Interests. PLEASE BE ADVISED THAT BY RETURNING THIS BALLOT AND NOT CHECKING THE BOX BELOW OR BY FAILING TO RETURN THIS BALLOT YOU ELECT TO GRANT THE RELEASES BY HOLDERS OF CLAIMS AND INTERESTS 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 RELEASES BY HOLDERS OF CLAIMS AND INTERESTS.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. 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 Releases by Holders of Claims and Interests contained in Article X.C 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 4 Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 4 Claims being voted, and, in either case, has the 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 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 4 Claims in a single Class; **and**
- (d) that no other Ballots with respect to the amount of the Class 4 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots 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:	

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.

IF VOTING BY MAIL, PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Enduro Ballot Processing Center
c/o KCC,
2335 Alaska Ave.
El Segundo, CA 90245
Telephone: (866) 967-0493

**THIS BALLOT MUST BE ACTUALLY RECEIVED
BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:

5:00 P.M. PREVAILING EASTERN TIME ON JULY 23, 2018.

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**

To submit your Ballot via the Voting and Claims Agent's online portal, please visit <http://www.kccllc.net/Enduro>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.

Class 4 — 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 Ballot is counted, you **must either**: (a) complete and submit this hard copy Ballot or (b) vote through the Debtors’ online balloting portal accessible through the Debtors’ case website <http://www.kccllc.net/enduro>. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**
3. **Use of Hard Copy Ballot.** 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 inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) provide the information required by Item 3 above **and**; (d) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/enduro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**
5. If a Ballot is received **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:
 - (a) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (b) Any Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline;
 - (c) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
 - (d) Any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;

- (e) Any Ballot submitted by facsimile, telecopy or electronic mail;
 - (f) Any unsigned Ballot;
 - (g) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
 - (h) Any Ballot not cast in accordance with the procedures approved in the Proposed Order.
6. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made 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.
7. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
8. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than (a) to vote to accept or reject the Plan and (b) opt-out of the Releases by Holders of Claims and Interests. 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.
10. 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.
11. **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.

12. 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 you received.

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,**

PLEASE CALL THE VOTING AND CLAIMS AGENT AT: (866) 967-0493.

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING EASTERN TIME ON JULY 23, 2018, 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.

**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN**

ARTICLE X SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

B. Releases by the Debtors

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross

negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the “Debtor Releases” set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. Exculpation

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. Injunction

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or

enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

Exhibit 3

Notice of Non-Voting Status

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:	)	Chapter 11
)	
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i>,	)	Case No. 18-11174 (KG)
)	
Debtors. ¹	)	(Jointly Administered)
)	
)	

NOTICE OF NON-VOTING STATUS

TO: ALL HOLDERS OF CLAIMS OR INTERESTS IN CLASSES 1, 5, 6, AND 7

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

PLEASE TAKE NOTICE THAT on May 18, 2018 the above-captioned debtors and debtors in possession (the “*Debtors*”) filed *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. []] (as may be amended from time to time, the “*Plan*”) and (ii) *Disclosure Statement with Respect to the Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. []] (as may be amended from time to time, the “*Disclosure Statement*”).²

PLEASE TAKE FURTHER NOTICE THAT on June 20, 2018, after a hearing (the “*Disclosure Statement Hearing*”) to consider whether the Disclosure Statement contains adequate information and seeking approval of the solicitation procedures contemplated by the Disclosure Statement (the “*Solicitation Procedures*”), the Court entered an order approving the disclosure provided in the Disclosure Statement, and approving the Solicitation Procedures (the “*Disclosure Statement Order*”) [Docket No. []].

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “*Confirmation Hearing*”) to consider final approval and confirmation of the Plan will be held before The Honorable Judge Gross, United States Bankruptcy Judge, on the 6th floor of the Bankruptcy Court, Courtroom 3, 824 North Market Street, Wilmington, Delaware 19801, **on July 30, 2018 at 10:00 a.m. (prevailing Eastern time).** The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

² Capitalized terms used but otherwise not defined in this Confirmation Hearing Notice have meanings ascribed to such terms in the Disclosure Statement Order or the Plan, as applicable.

continued hearing or as indicated in any notice filed with the Bankruptcy Court. The Plan may be amended, supplemented, or modified from time to time, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan, and the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Other Priority Claims (collectively, the “*Unclassified Claims*”) are unclassified and are not entitled to vote on the Plan. Also, Holders of Claims in Classes 1, 5, 6, and 7 under the Plan (collectively, the “*Non-Voting Classes*”) are (i) conclusively deemed to have accepted or rejected the Plan, as applicable, and (ii) not entitled to vote to accept or reject the Plan, as further described below. You are receiving this Notice because (i) you are either a Holder of an Unclassified Claim and, therefore, not entitled to vote on the Plan; or (ii) you are a Holder of a Claim in a Class that is conclusively deemed to accept or reject the Plan and, therefore, not entitled to vote on the Plan.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND EQUITY INTERESTS

The Plan proposes to modify the rights of certain creditors of the Debtors. The classification of Claims under the Plan is described generally below.

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	First Lien Claims	Impaired	Entitled to Vote
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Enduro Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article X of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions:

B. *Releases by the Debtors*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all

Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the “*Debtor Releases*” set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. *Exculpation*

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. Injunction

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Notwithstanding the fact that you are not entitled to vote to accept or reject the Plan, you nevertheless may be a party in interest in the Chapter 11 Cases and you, therefore, may be entitled to participate in the Chapter 11 Cases, including by filing objections to Confirmation of the Plan. Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the "*Notice Parties*") on or before **July 23, 2018 at 5:00 p.m. (prevailing Eastern time)** (the "*Objection Deadline*"):

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Flr., Wilmington, DE 19899, Attn: Robert J. Dehney and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com); and
- (c) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled.

OBJECTIONS TO CONFIRMATION OF THE PLAN 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.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan and Disclosure Statement are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours or by accessing the Voting Agent by (a) visiting the Debtors' case website (<http://www.kccllc.net/Enduro>); (b) telephoning the Voting Agent at (866) 967-0493; or (c) sending a written request to the Voting Agent at the following address: Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245. In addition, copies of the Plan and Disclosure Statement may be obtained at or viewed on the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

[Remainder of page intentionally left blank.]

Dated: _____
Wilmington, Delaware

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com

- and -

George A. Davis (admitted *pro hac vice*)
LATHAM & WATKINS LLP
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Email: george.davis@lw.com

- and -

Caroline A. Reckler (admitted *pro hac vice*)
Matthew L. Warren (admitted *pro hac vice*)
Jason B. Gott (admitted *pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
Email: caroline.reckler@lw.com
matthew.warren@lw.com
jason.gott@lw.com

Proposed Counsel for Debtors and Debtors in Possession

Exhibit 4

Contract/Lease Notice

Notwithstanding the fact that you are not entitled to vote to accept or reject the Plan, you nevertheless may be a party in interest in the Chapter 11 Cases and you, therefore, may be entitled to participate in the Chapter 11 Cases, including by filing objections to Confirmation of the Plan. Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the "***Notice Parties***") on or before **July 23, 2018 at 5:00 p.m. (prevailing Eastern time)** (the "***Objection Deadline***"):

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Flr., Wilmington, DE 19899, Attn: Robert J. Dehney and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com); and
- (c) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain more information or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, by: (i) calling the Debtors' restructuring hotline at (866) 967-0493; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/enduro>; and/or (iii) writing to Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/enduro>.

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

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.

[Remainder of page intentionally left blank.]

Dated: _____
Wilmington, Delaware

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com

- and -

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Proposed Counsel for Debtors and Debtors in Possession

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article X of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions:

B. *Releases by the Debtors*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing “*Debtor Releases*” shall not operate to waive or release any Causes of Action of any Debtor: (1) against a Released Party arising from any contractual obligations owed to the Debtors that are pursuant to an Executory Contract that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the “*Debtor Releases*” set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan with respect to the Debtors or the Estates.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. *Exculpation*

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. *Injunction*

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. *Release of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

Exhibit 5

Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

)))
In re:					Chapter 11
ENDURO RESOURCE PARTNERS LLC, <i>et al.</i> ,					Case No. 18-11174 (KG)
Debtors. ¹					(Jointly Administered)

NOTICE OF (A) PLAN CONFIRMATION HEARING, (B) OBJECTION AND
VOTING DEADLINES AND (C) 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 ENDURO RESOURCE PARTNERS LLC AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on May 18, 2018, Enduro Resource Partners LLC and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “*Debtors*”), filed their (i) *Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [__]] (as may be amended from time to time, the “*Plan*”) and (ii) *Disclosure Statement with Respect to the Joint Plan of Liquidation of Enduro Resource Partners LLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [__]] (as may be amended from time to time, the “*Disclosure Statement*”).² On June 20, 2018, the Bankruptcy Court entered an order (i) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (ii) establishing the Voting Record Date, Voting Deadline, and other dates (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and (iv) approving the manner and forms of certain notices [Docket No. [__]] (the “*Disclosure Statement Order*”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors are soliciting acceptances of the Plan from Holders of Claims who are entitled to vote on the Plan. The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Equity Interests if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy

¹ The debtors in the chapter 11 cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Enduro Resource Partners LLC (6288); Enduro Resource Holdings LLC (5571); Enduro Operating LLC (7513); Enduro Management Company LLC (5932); Washakie Midstream Services LLC (7562); and Washakie Pipeline Company LLC (7798). The debtors’ mailing address is 777 Main Street, Suite 800, Fort Worth, Texas 76102.

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

Code. 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 section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder voted or affirmatively voted to reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at **10:00 a.m. (prevailing Eastern time) on July 30, 2018**, before the Honorable Judge Gross, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801. 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.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

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

SUMMARY OF STATUS AND VOTING RIGHTS			
Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	First Lien Claims	Impaired	Entitled to Vote
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Enduro Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

Voting Record Date. The Voting Record Date is **June 20, 2018**. The Voting Record Date is the date by which it will be determined which Holders of Claims in Classes 2, 3, and 4 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is **5:00 p.m. (prevailing Eastern time) on July 23, 2018** (the “**Voting Deadline**”). If you hold 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 X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Plan Objection Deadline. The deadline for filing objections to the Plan is **July 23, 2018 at 5:00 p.m. (prevailing Eastern time)** (the “*Plan Objection Deadline*”).

Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of 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 Plan 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.

- (a) Counsel to the Debtors: (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Matthew Warren, and Jason Gott (caroline.reckler@lw.com, matthew.warren@lw.com, and jason.gott@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor and Kara Hammond Coyle (mnestor@ycst.com and kcoyle@ycst.com);
- (b) Counsel to the First Lien Agent: (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible and Aryeh Ethan Falk (damian.schaible@davispolk.com and aryeh.falk@davispolk.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Fl., Wilmington, DE 19899, Attn: Robert J. Dehney and Curtis S. Miller (rdehney@mnat.com and cmiller@mnat.com); and
- (c) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda Casey (linda.casey@usdoj.gov).

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at (866) 967-0493; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/enduro>; and/or (iii) writing to Enduro Resource Partners LLC, c/o KCC, 2335 Alaska Ave., El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/enduro>. Please be advised that the Voting and Claims Agent is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should vote to accept or reject the Plan.

Filing the Plan Supplement. The Debtors will file the Plan Supplement no fewer than five (5) business days prior to the Voting Deadline and will serve the Plan Supplement on all parties that have filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of such filing date and on such parties directed by the Court pursuant to the Disclosure Statement Order. Copies of the Plan Supplement may be obtained in the manner set forth in paragraph 7 above.

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

[Remainder of page intentionally left blank.]

Dated: _____
Wilmington, Delaware

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Kara Hammond Coyle (No. 4410)
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Proposed Counsel for Debtors and Debtors in Possession

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article X of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions:

B. *Releases by the Debtors*

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C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, as of the Effective Date, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors and the other Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; *provided, however*, that the foregoing release shall not operate to waive or release any Causes of Action of any Releasing Party: (1) against a Released Party arising from any contractual obligations owed to the Releasing Party that are wholly unrelated to the Debtors; (2) expressly set forth in and preserved by the Plan or related documents; or (3) arising from claims for fraud, gross negligence, willful misconduct, or criminal conduct. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed in connection with the Plan.

D. *Exculpation*

To the fullest extent permitted by applicable law, 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 Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for those that are determined in a final order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct, 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.

E. *Injunction*

Except as otherwise expressly provided in the Plan or related documents, or for obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties are permanently enjoined from taking any of the following actions against the Debtors or any Released Parties: (1) 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; (2) 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; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (5) 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. Nothing in the Plan or the Confirmation Order shall preclude any Entity from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity agree in writing that such Entity will: (a) waive all Claims against the Debtors and the Estates related to such action and (b) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

G. *Release of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.