



Dated as of July 17, 2020

Subject: Announcement of Restructuring Support Agreement, Summary of Plan of Reorganization, Information Regarding Key Dates and Certain Other Matters.

To Whom It May Concern:

On July 17, 2020, after engaging in extensive, arm's-length, good-faith negotiations, Bruin E&P Partners, LLC, and its subsidiaries (collectively, "Bruin" or the "Company"),¹ the Consenting Sponsor, 100% of the holders of Debtors' prepetition RBL loans, and approximately 67.92% of the holders of the Debtors' prepetition secured notes (collectively, the "Consenting Stakeholders") entered into a restructuring support agreement (the "RSA") that contemplates a comprehensive balance sheet restructuring to be implemented through a prepackaged chapter 11 plan as outlined in Debtors' *Joint Prepackaged Chapter 11 Plan of Reorganization of Bruin E&P Partners, LLC and Its Debtor Subsidiaries* (as amended, supplemented, or otherwise modified from time to time, the "Plan") [Docket No. 19] and proposed disclosure statement [Docket No. 21] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement").² The parties to the RSA, include: (i) Bruin, represented by Kirkland & Ellis LLP and Jackson Walker L.L.P., (ii) an ad hoc group of holders of RBL Lenders, represented by Paul Hastings, (iii) the Consenting Sponsor, represented by Latham & Watkins; and (iv) an ad hoc group of 2023 Note holders, represented by O'Melveny & Myers LLP, respectively.

The transactions described in and contemplated by the RSA, Plan, and Disclosure Statement, provide for, among other things: (a) an aggregate \$115 million new money debtor in possession financing package provided by the Debtors' RBL Lenders; (c) and aggregate \$230,000,000 Exit Facility provided by the RBL Lenders to support the Debtors' go-forward business on emergence from chapter 11 that will mature three years and sixth months after the Debtors' emergence from these chapter 11 cases; (d) payment in full in cash of all allowed administrative and priority claims; and (e) payment in full in cash for the vast majority of the Debtors' general unsecured claims. Bruin will continue to operate in the normal course and its business operations will not be disrupted by the restructuring process. Bruin continues to have adequate liquidity to meet its financial obligations to vendors, suppliers, and employees, and expects to continue making payments to these parties without interruption.

This notice sets forth information regarding the Plan and the treatment of Claims and Interests thereunder, key dates and deadlines regarding the Plan and the Disclosure Statement, and certain other relevant information. Any information set forth herein is qualified in its entirety by the terms of the Plan. In the event of any inconsistency or conflict between this summary and the terms of the Plan, the terms of the Plan shall control and govern.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at www.omniagentsolutions.com/bruin. The location of Debtor Bruin E&P Partners, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 602 Sawyer Street, Suite 710, Houston, Texas 77007.

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

Key Terms of the Plan³

The Plan, provides, among other things, for the following treatment of Claims and Interests thereunder:

SUMMARY OF EXPECTED RECOVERIES				
Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Amount of Claims (in millions)	Projected Recovery Under the Plan
1	Other Secured Claims	On the Plan Effective Date, each holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor: (a) payment in full in Cash of its Allowed Other Secured Claim; (b) the collateral securing its Allowed Other Secured Claim; (c) Reinstatement of its Allowed Other Secured Claim; or (d) such other treatment that renders its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.	\$51.5	100%
2	Other Priority Claims	On the Plan Effective Date, each holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.	\$1.2	100%
3	RBL Claims	On the Plan Effective Date, each holder of an Allowed RBL Claim shall receive in full and final satisfaction of such claims, their pro rata share of 92.5% of the New Interests, subject to dilution by the Management Incentive Plan.	\$400.9	53.9%
4	Notes Claims	On the Plan Effective Date, each Allowed Notes Claim (other than Notes Claims against the Bruin Williston Debtor) shall receive, in full and final satisfaction of such claims, their pro rata share of 7.1% of the New Interests, subject to dilution by the Management Incentive Plan.	\$589.9	2.8%
5A	General Unsecured Claims against Debtors other than the Bruin Williston Debtors	On the Plan Effective Date, each holder of an Allowed General Unsecured Claim against Debtors other than the Bruin Williston Debtor shall receive, in full and final satisfaction of such Claim, (a) payment in full in Cash on the later of (i) the Effective Date, or (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction or agreement giving rise to such Claim, or (b) such other treatment that renders such Claim Unimpaired.	\$6.6	100%
5B	General Unsecured Claims against the Bruin Williston Debtors	On the Plan Effective Date, each holder of an Allowed General Unsecured Claim against the Bruin Williston Debtors (including Notes Claims against the Bruin Williston Debtor) shall receive, (their pro rata share of 0.4% of the New Interests, subject to dilution by the Management Incentive Plan.	\$596.9	0.2%
6	Intercompany Claims	On the Plan Effective Date, each Allowed Intercompany Claim shall be, at the option of the applicable Reorganized Debtor, either: (a) Reinstated, (b) distributed, contributed, set off, settled, canceled and released, and will be of no further force or effect, or (c) otherwise addressed at the option of each applicable Reorganized Debtor such that holders of Intercompany Claims will not receive any distribution on account of such Intercompany Claims.	N/A	0–100%
7	Intercompany Interests	On the Plan Effective Date, each holder of Intercompany Interests shall receive no recovery or distribution and shall only be Reinstated solely to the extent necessary to maintain the Debtors' prepetition corporate structure for the ultimate benefit of the holders of the New Interests.	N/A	0%
8	Bruin Interests	On the Plan Effective Date, each holder of an Allowed Bruin Interest shall be canceled, released, and extinguished, and will be of no further force or effect and no Holder of Bruin Interests shall be entitled to any recovery or distribution under the Plan on account of such Interests.	N/A	0%
9	Section 510(b) Claims	On the Plan Effective Date, each holder of an Allowed Section 510(b) Claims, if any, shall be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Section 510(b) Claims will not receive any distribution on account of such Allowed Section 510(b) Claims.	\$0	0%

³ This summary is qualified in its entirety by the terms of the Plan. In the event of any inconsistency or conflict between this summary and the terms of the Plan, the terms of the Plan shall control and govern.

The following chart summarizes the classification of Claims and Interests set forth in the Plan and indicates whether each such class is entitled to vote on the Plan:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	RBL Claims	Impaired	Entitled to Vote
Class 4	Notes Claims	Impaired	Entitled to Vote
Class 5A	General Unsecured Claims Against Debtors other than the Bruin Williston Debtor	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 5B	General Unsecured Claims Against the Bruin Williston Debtor (including Notes Claims against the Bruin Williston Debtor)	Impaired	Entitled to Vote
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
Class 8	Bruin Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

The following ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any ballot not actually received by the Solicitation Agent before the Voting Deadline, unless the Debtors determine otherwise or as permitted by the Bankruptcy Court; (c) any unsigned ballot; (d) any ballot that does not contain an original signature; (e) any ballot that partially rejects and partially accepts the Plan; (f) any ballot not marked to either accept or reject the Plan, or marked to both accept and reject the Plan; (g) any simultaneously cast, inconsistent duplicate ballots, with respect to the same Claim; and (h) any ballot superseded by a later, timely submitted valid ballot. To the extent that any discrepancy exists between the aggregate Claims amount as indicated on a Ballot by a Holder of Claims in one or more Voting Classes and the aggregate Claims amount as listed on the applicable lender registry for each Voting Class in which a Holder votes Claims, the aggregate Claims amount as listed on the applicable lender registry shall govern for tabulation purposes.

Key Dates and Information Regarding Confirmation of the Plan

To implement the financial restructuring contemplated by the RSA, the Company filed voluntary petitions for reorganization pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) on **July 17, 2020** (the date of commencement, the “Petition Date”).

Prior to filing, on July 16, 2020, Bruin commenced a solicitation of acceptances of the Plan from holders of claims that are eligible to vote, including holders of Claims in Class 3 (RBL Claims), Class 4 (Notes Claims), and Class 5B (General Unsecured Claims Against the Bruin Williston Debtor) (each, a “Voting Class”), with respect to the Plan in accordance with section 1125 of the Bankruptcy Code and within the meaning of section 1126 of the Bankruptcy Code. Holders of approximately two-thirds of the claims in each of Class 3, Class 4, and Class 5B have committed to voting in favor of the Plan by signing the RSA. Bruin expects to meet the requirements for confirmation of the Plan and to emerge from bankruptcy shortly after filing.

The Bankruptcy Court will convene a hearing to **approve the adequacy of the Disclosure Statement and confirm the Plan** (the “Combined Hearing”) on **August 26, 2020 at 1:30 p.m. prevailing Central Time subject to the availability of the Bankruptcy Court**. The Combined Hearing may be continued from time to time by announcing such continuance in open court and the Plan may be further modified, if necessary, subject to section 1127 of the Bankruptcy Code, prior to, during, or as a result of the Combined Hearing, without further notice to parties in interest.

Any **objections** to the adequacy of the Disclosure Statement or confirmation of the Plan must:

- (i) be in writing;
- (ii) comply with the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of Texas, and other case management rules and orders of the Bankruptcy Court;
- (iii) set forth the name of the objector, and the nature and amount of any claim or interest asserted by the objector against the estate or property of Bruin;
- (iv) state with particularity the legal and factual basis for such objection; and
- (v) be served by personal service or by overnight delivery, so as to be **ACTUALLY RECEIVED no later than 4:00 p.m. (prevailing Central time) on August 20, 2020**, by: (a) Bruin E&P Partners, LLC., 602 Sawyer Street, Suite 710, Houston, Texas 77007, Attn: William Getschow; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Edward O. Sassower, P.C., Steven N. Serajeddini, P.C., and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: W. Benjamin Winger, and Kirkland & Ellis LLP, 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004, Attn: AnnElyse Scarlett Gains; (c) proposed co-counsel to the Debtors, Jackson Walker L.L.P., 1401 McKinney Street, Houston, Texas 77010, Attn: Matthew D. Cavanaugh, and Veronica A. Polnick; (d) the Office of The United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 7702; (e) counsel to the Consenting RBL Lenders, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Andrew V. Tenzer (andrewtenzer@paulhastings.com) and Michael Comerford (michaelcomerford@paulhastings.com); (f) counsel to the Consenting Noteholders, O’Melveny & Myers LLP, 7 Times Square, New York, New York 10036 Attn: Joseph Zujkowski (jzujkowski@omm.com); and (g) counsel to the Consenting Sponsor, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard A. Levy (richard.levy@lw.com)

Where May Interested Parties Obtain Copies of the Plan and Disclosure Statement?

Copies of the Plan and Disclosure Statement and related documents may be obtained free of charge: (1) by contacting Omni Agent Solutions (“Omni”, and the “Solicitation Agent”) by phone at (866) 680-8161 (toll free) or +1 (818) 574-3196 (international); (2) by email at bruinballots@omniagent.com, including “Bruin” in the subject line of any such email; or (3) through Bruin’s solicitation website at www.omniagentsolutions.com/bruin.

Following the commencement of Bruin’s chapter 11 cases, all pleadings filed in the cases (i) may be inspected at the office of the Clerk of the Bankruptcy Court for the Southern District of Texas, 515 Rusk, 5th Floor, Houston, Texas 77002 (the “Clerk’s Office”) and (ii) will be available through the Court’s electronic case filing system at <https://www.txs.uscourts.gov/page/bankruptcy-court> using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>), or on the website maintained by the Solicitation Agent at www.omniagentsolutions.com/bruin.

Furthermore a case information line has been established at (866) 680-8161 (toll free) or +1 (818) 574-3196 (international). **PLEASE NOTE that the staff of the Clerk’s Office, the United States Trustee, Bruin’s proposed restructuring counsel, and the Solicitation Agent cannot give legal advice. Consult a lawyer to determine your rights.**

Meeting of Creditors Pursuant to Section 341

The U.S. Trustee need not and shall not convene a meeting of creditors or equity Holders pursuant to section 341(e) of the Bankruptcy Code unless the Plan is not confirmed on or before **September 15, 2020**, without prejudice to the Debtors' right to request further extension thereof.

Releases, Injunction, and Exculpation Provisions

Article VIII of the Plan contains the following release, injunction, and exculpation provisions. **YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

Holders of Claims and Interests may opt out of the third-party release set forth below by checking the appropriate box on their ballot or notice of non-voting status, as applicable.

Article VIII.D of the Plan provides for a release by the Debtors (the "**Debtor Release**"):

Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims, asserted by or on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Debtor or other Entity, based on or relating to or in any manner arising from in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, this Plan, the Exit Facility, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, the Exit Facility, or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Article VIII.E of the Plan provides for a third-party release by the Releasing Parties (the "**Third-Party Release**"):

AS OF THE EFFECTIVE DATE, EACH RELEASING PARTY IS DEEMED TO HAVE RELEASED AND DISCHARGED EACH DEBTOR, THE REORGANIZED DEBTORS, AND RELEASED PARTY FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED ON BEHALF OF THE DEBTORS, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING OF THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY, THIS PLAN, THE EXIT FACILITY, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DISCLOSURE STATEMENT, THE DIP FACILITY, THE EXIT FACILITY, OR THIS PLAN, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION, THE PURSUIT OF CONSUMMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THIS PLAN, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THIS PLAN, OR THE DISTRIBUTION OF PROPERTY UNDER THIS PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR

OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (I) POST EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THIS PLAN, THE CONFIRMATION ORDER, ANY RESTRUCTURING TRANSACTION, ANY DEFINITIVE DOCUMENT, OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN, INCLUDING THE EXIT FACILITY DOCUMENTS OR ANY CLAIM OR OBLIGATION ARISING UNDER THIS PLAN, (II) THE RIGHTS OF ANY HOLDER OF ALLOWED CLAIMS TO RECEIVE DISTRIBUTIONS UNDER THIS PLAN; OR (III) ANY CLAIMS RELATED TO ANY ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ACTUAL FRAUD.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THIS PLAN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (A) CONSENSUAL; (B) ESSENTIAL TO THE CONFIRMATION; (C) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES' CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING AND IMPLEMENTING THIS PLAN; (D) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (E) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (F) FAIR, EQUITABLE, AND REASONABLE; (G) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (H) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

Definitions Related to the Debtor Release and the Third-Party Release:

UNDER THE PLAN, "**RELEASED PARTIES**" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE CONSENTING STAKEHOLDERS; (C) THE NOTES TRUSTEE; (D) THE RBL ADMINISTRATIVE AGENT; (E) THE RBL LENDERS; (F) THE DIP LENDERS; (G) THE DIP AGENT; (H) THE REORGANIZED DEBTORS; (I) THE EXIT FACILITY AGENTS; (J) EXIT FACILITY SECURED PARTIES; (K) THE COMMITTEE AND THE MEMBERS THEREOF, IF ANY (SOLELY IN THEIR CAPACITY AS SUCH); AND (L) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES AND SUBSIDIARIES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' AND SUBSIDIARIES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS; *PROVIDED, FURTHER*, THAT ANY HOLDER OF A CLAIM OR INTEREST THAT OPTS OUT OF THE RELEASES CONTAINED IN OR OTHERWISE OBJECTS TO THIS PLAN SHALL NOT BE A "RELEASED PARTY."

UNDER THE PLAN, "**RELEASING PARTIES**" MEANS EACH OF THE FOLLOWING, SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE CONSENTING STAKEHOLDERS; (C) THE NOTES TRUSTEE; (D) THE RBL ADMINISTRATIVE AGENT; (E) THE RBL LENDERS; (F) THE DIP LENDERS; (G) THE DIP AGENT; (H) THE REORGANIZED DEBTORS; (I) THE EXIT FACILITY AGENTS; (J) THE EXIT FACILITY SECURED PARTIES; (K) THE COMMITTEE AND THE MEMBERS THEREOF, IF ANY (SOLELY IN THEIR CAPACITY AS SUCH); (L) ALL HOLDERS OF CLAIMS AND INTERESTS NOT DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (K), *PROVIDED* THAT ANY SUCH HOLDER OF SUCH CLAIM

OR INTEREST THAT OPTS OUT OF BY OBJECTING TO THE RELEASES CONTAINED IN THE PLAN SHALL NOT BE A “RELEASING PARTY”; AND (M) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (L), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES AND SUBSIDIARIES, AND SUCH ENTITIES’ AND THEIR CURRENT AND FORMER AFFILIATES’ AND SUBSIDIARIES’ CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

NOTWITHSTANDING THE FOREGOING, AN ENTITY SHALL BE NEITHER A RELEASING PARTY NOR A RELEASED PARTY IF IT: (X) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) TIMELY FILES WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN **OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN** THAT IS NOT RESOLVED BEFORE CONFIRMATION.

AS A “RELEASING PARTY” UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN **OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN** THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLE VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Article VIII.F of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

Except as otherwise specifically provided in this Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party shall be released and exculpated from any Claims and Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related prepetition transactions (including the RBL Credit Agreement, the Notes Indenture or the Notes), the Disclosure Statement, this Plan, the DIP Facility, the Exit Facility Documents, the Plan Supplement, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, the Exit Facility, or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan.

The Exculpated Parties have, and upon Confirmation shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

Under the Plan, “**Exculpated Parties**” means collectively, and in each case in its capacity as such: (a) the Debtors; (b) Reorganized Bruin; (c) any official committees appointed in the Chapter 11 Cases and each of their respective members; (d) the Consenting Stakeholders; (e) [RESERVED]; (f) the Agents; and (g) with respect to each of the foregoing Entities in clauses (a) through (f), such Entity and its current and former Affiliates, and such Entity’s and

its current and former Affiliates' current and former equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

Article VIII.G of the Plan establishes an injunction (the "**Injunction**"):

Except as otherwise expressly provided in this Plan or the Confirmation Order or for obligations or distributions issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold the Released Claims are permanently enjoined from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the 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 Released Claims; (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 Released Claims; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the Estates of such Entities on account of or in connection with or with respect to any Released Claims; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or the Estates of such Entities on account of or in connection with or with respect to any Released Claims unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; 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 Released Claims released or settled pursuant to this Plan.

Upon entry of the Confirmation Order, all holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of this Plan. Each holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to this Plan, shall be deemed to have consented to the injunction provisions set forth in this Article **VIII.G hereof.**

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