IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EV ENERGY PARTNERS, L.P., *et al.*,[1]	)	Case No. 18-10814 (CSS)
Debtors.	)	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) SCHEDULING A COMBINED DISCLOSURE STATEMENT APPROVAL AND PLAN CONFIRMATION HEARING, (II) ESTABLISHING A PLAN AND DISCLOSURE STATEMENT OBJECTION DEADLINE AND RELATED PROCEDURES, (III) APPROVING THE SOLICITATION PROCEDURES, (IV) APPROVING THE CONFIRMATION HEARING NOTICE, AND (V) DIRECTING THAT A MEETING OF CREDITORS NOT BE CONVENED

The above-captioned debtors and debtors in possession (together, the "Debtors") respectfully state the following in support of this motion:

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, (a) scheduling a combined hearing (the "Confirmation Hearing") on the adequacy of the Debtors' disclosure statement (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") and confirmation of the Debtors' prepackaged Plan (as defined herein); (b) establishing a deadline for objections to the adequacy of the Disclosure Statement and confirmation of the Plan (the "Objection Deadline") and approving related procedures; (c) approving the solicitation procedures regarding votes to accept the Plan

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

(the "Solicitation Procedures"); (d) approving the form and manner of notice of the Confirmation Hearing (the "Confirmation Hearing Notice"); and (e) (i) conditionally waiving the requirement that the Debtors' file schedules of assets and liabilities and statements of financial affairs and (ii) directing that the United States Trustee for the District of Delaware (the "U.S. Trustee") not convene a meeting of creditors (the "Creditors' Meeting") under section 341(e) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") if the Plan is confirmed within 75 days of the Petition Date (as defined below).

2. In connection with the foregoing, the Debtors request that the Court approve the following schedule of proposed dates (the "Confirmation Schedule"):[2]

Event	Date
Voting Record Date[3]	March 12, 2018
Start of Solicitation	March 14, 2018
Voting Deadline	March 30, 2018
Petition Date	April 2, 2018
Confirmation Hearing Notice Date	April 5, 2018
Objection Deadline	May 3, 2018
Reply Deadline	May 10, 2018
Confirmation Hearing	May 15, 2018

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware has jurisdiction over this matter pursuant to 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 February 29, 2012 (the "Amended Standing Order"). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and rule 9013-1(f)

2 Certain of the proposed dates are subject to the Court's availability.

3 The "Voting Record Date" is the date as of which a holder of record of a claim entitled to vote on the Plan must have held such claim or interest to cast a vote to accept or reject the Plan.

of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), 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 is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006, and Local Rules 3017-1 and 9006-1.

Background

5. EV Energy Partners, L.P. is a publicly traded, master limited partnership ("MLP") specializing, together with its Debtor affiliates, in the acquisition and efficient operation and development of onshore oil and gas properties in the continental United States. The Debtors are headquartered in Houston, Texas, and operate throughout the United States, with holdings in the Barnett Shale, the San Juan Basin, the Appalachian Basin, Michigan, Texas, Louisiana, Oklahoma, Arkansas, Kansas, and the Permian Basin.

6. On the date hereof (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances surrounding these chapter 11 cases is set forth in the *Declaration of Nicholas P. Bobrowski in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously with this motion.[4]

7. The Debtors continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have

[4] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Day Declaration, the Plan, or the Disclosure Statement, as applicable.

concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases, and no committees have been appointed or designated.

Introduction

8. The Debtors commenced these chapter 11 cases to implement a prepackaged restructuring transaction that has broad support across the Debtors' capital structure and contemplates the payment in full of all general unsecured creditors, as set forth in the *Joint Prepackaged Chapter 11 Plan of Reorganization for EV Energy Partners, L.P. and Its Debtor Affiliates* filed contemporaneously herewith (as may be amended, modified, or supplemented from time to time, the "Plan"). The restructuring transactions contemplated by the Plan will significantly deleverage the Debtors' balance sheet, reducing the Debtors' funded debt obligations by approximately $343,348,000 from the current aggregate principal amount of approximately $640,348,000, consisting of: (a) approximately $297,000,000 in obligations under the RBL Facility and (b) approximately $343,348,000 in obligations under the Senior Notes.

9. Pursuant to the terms of the Debtors' prepetition restructuring support agreement (the "RSA"), lenders holding 100 percent of the loans outstanding under the RBL Facility (the "Consenting Lenders") and noteholders holding approximately 70 percent of the Senior Notes (the "Consenting Noteholders"), have committed to support the Plan. Moreover, based on ballots received as of the Petition Date, the Plan already has the support necessary to meet the voting requirements of section 1126(c) of the Bankruptcy Code from all classes entitled to vote

on the Plan. Specifically, holders of Class 3 (RBL Facility Claims) and Class 4 (Senior Notes Claims)[5] have voted to accept the Plan in the following amounts:[6]

Classes	**Total Ballots Received**			
	Accept		**Reject**	
	AMOUNT (% of Amount Voted)	**NUMBER (% of Number Voted)**	**AMOUNT (% of Amount Voted)**	**NUMBER (% of Number Voted)**
Class 3 (RBL Facility Claims)	100%	100%	0%	0%
Class 4 (Senior Notes Claims)	99.51%	91.76%	0.49%	8.24%

10. In addition to the overwhelming support of their funded capital structure, the Plan also contemplates ***paying all allowed unsecured Claims in full in the ordinary course***. As the ultimate goal of the restructuring contemplated by the Plan and these chapter 11 cases is to maximize the value of the Debtors' business, it is critical that the Debtors emerge from chapter 11 in a timely manner with a right-sized balance sheet. The Debtors, therefore, submit that confirming the Plan on the schedule set forth in this motion is in the best interests of the Debtors, their estates, and all stakeholders and should be approved.

5 In order to comply with the registration exemptions contained in section 4(a)(2) and/or Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and similar Blue Sky Laws provisions, the Debtors only solicited votes for Class 4 (Senior Notes Claims) from "Accredited Investors" as that term is defined in Rule 501 of the Securities Act.

6 *See Declaration of James Daloia of Prime Clerk LLC Regarding Service of Solicitation Packages and Tabulation of Ballots Cast on the Joint Prepackaged Chapter 11 Plan of Reorganization of EV Energy Partners, L.P. and its Debtor Affiliates* (the "Voting Report"), filed contemporaneously herewith. The Debtors commenced solicitation of the Plan on March 14, 2018. Solicitation remained open until March 30, 2018 with respect to both Classes 3 and 4.

The Solicitation Procedures

11. The Debtors commenced solicitation of certain holders of Claims regarding the Plan prior to the Petition Date in accordance with the following Solicitation Procedures and the Bankruptcy Code. On March 14, 2018, the Debtors caused their solicitation agent, Prime Clerk, LLC (the "Solicitation Agent"),[7] to distribute packages containing the Disclosure Statement, the Plan, and ballots ("Ballots") to holders of Claims entitled to vote to accept or reject the Plan as of the Voting Record Date (each, a "Solicitation Package"). Holders of Claims that received the Solicitation Package were directed in the Disclosure Statement and Ballots to follow the instructions contained in the Ballots (and described in the Disclosure Statement) to complete and submit their respective Ballots to cast a vote to accept or reject the Plan. The Disclosure Statement and applicable Ballot expressly provided that a holder of a Claim seeking to vote on the Plan needed to submit its Ballot so that it was actually received by the Solicitation Agent on or before the Voting Deadline of March 30, 2018, to be counted.

12. In order to comply with the registration exemptions contained in section 4(a)(2) and/or Regulation D of the Securities Act, and similar Blue Sky Laws provisions, the Debtors only solicited votes for Class 4 (Senior Notes Claims) from "Accredited Investors" as that term is defined in Rule 501 of the Securities Act, and the Ballot for Class 4 instructed only such holders to complete and submit the Ballot to cast a vote to accept or reject the Plan. Holders of Claims in Class 4 that were not Accredited Investors were instructed not to submit a vote on the Plan. However, all Class 4 Senior Noteholders were provided instructions on how to take specific action if they desired to opt out of the releases set forth in Article VIII.D of the Plan.

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7 The Debtors have also applied for authority to retain Prime Clerk, LLC, as their solicitation and noticing agent. *See Debtors' Application for Appointment of Prime Clerk LLC as Claims and Noticing Agent*, filed contemporaneously herewith.

13. Certain other holders of Claims and Interests were not provided a Solicitation Package because such holders are: (a) unimpaired under, and conclusively presumed to accept, the Plan pursuant to section 1126(f) of the Bankruptcy Code; or (b) impaired, entitled to receive no distribution on account of such Claims or Interests under the Plan,[8] and, therefore, deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

14. As discussed above, voting for the Plan concluded on March 30, 2018, and the Plan has been accepted by 92.1 percent of the creditors in number who have submitted Ballots, including accepting votes from approximately $496,951,800 of the $612,348,000 of Claims entitled to vote on the Plan. The Plan carries the support of RBL Lenders representing 100 percent in amount of Class 3 (RBL Facility Claims) and Senior Noteholders that are "Accredited Investors" representing approximately 99.51 percent in amount held by creditors in Class 4 (Senior Notes Claims) who have submitted Ballots. And, as noted previously, holders of General Unsecured Claims (Class 5) are unimpaired under the Plan and, thus, are presumed to have accepted the Plan.

15. The Debtors' procedures and standard assumptions for tabulating Ballots include:

Votes Not Counted

- any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim
- any Ballot that is not actually received by the Solicitation Agent by the Voting Deadline (unless the Debtors determine otherwise or as permitted by the Court)
- any unsigned Ballot
- any Ballot that partially rejects and partially accepts the Plan
- any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan

[8] This includes holders of Existing EVEP Equity Interests that will not receive any distribution on account of their Interests under the Plan, but will receive their Pro Rata share of: (a) five percent of the New Common Stock (subject to dilution by the MIP Shares and New Common Stock issued pursuant to the New Warrants); and (b) the New Warrants.

	• any Ballot superseded by a later, timely submitted valid Ballot • any improperly submitted Ballot (unless the Debtors determine otherwise or as permitted by the Court) • any Ballot cast by a person or entity that does not hold a Claim in a class that is entitled to vote on the Plan
No Vote Splitting	• holders are required to vote all of their Claims within a particular class either to accept or reject the Plan and are not permitted to split any votes

Basis for Relief

I. Scheduling the Confirmation Hearing.

16. Bankruptcy Rule 3017(a) provides that "the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest . . . to consider the disclosure statement and any objections or modifications thereto." Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." Also, the Court may combine the hearing on the adequacy of the Disclosure Statement and the hearing to confirm the Plan. *See* 11 U.S.C. § 105(d)(2)(B)(vi) (authorizing the Court to combine a hearing on approval of a disclosure statement with the confirmation hearing). Therefore, the Debtors request that the Court consider both the adequacy of the Disclosure Statement and whether to confirm the Plan at the Confirmation Hearing, and to schedule the Confirmation Hearing on May 15, 2018 (or as soon as possible thereafter).

17. It is appropriate to set the Confirmation Hearing on May 15, 2018 (or as soon as possible thereafter). ***First***, the Debtors have requested that the Court schedule the Confirmation Hearing on a date that is more than 35 days after the Petition Date, and the Debtors will provide notice consistent with Bankruptcy Rules 2002 and 3017(a) and section 1128(a) of the Bankruptcy Code. ***Second***, as described above, the Debtors commenced solicitation on March 14, 2018, and solicitation was in accordance with sections 1125(g) and 1126(b) of the

Bankruptcy Code. The Disclosure Statement and other solicitation materials were distributed to each holder of a claim entitled to vote on the Plan. ***Third***, the Plan is a consensual prepackaged plan, and the Debtors have already obtained sufficient support for Plan from the Consenting Noteholders and the Consenting RBL Lenders, consistent with section 1126(c) of the Bankruptcy Code. ***Fourth***, a combined hearing on the Disclosure Statement and Plan will reduce the time the Debtors remain in bankruptcy, thereby cutting the costs of administering and funding these chapter 11 cases.

II. Objection Deadline and Related Procedures.

18. Bankruptcy Rule 3017(a) provides that "the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest . . . to consider . . . any objections or modifications" to the Disclosure Statement. Similarly, Bankruptcy Rule 2002(b) provides that notice shall be given to "the debtor, the trustee, all creditors and indenture trustees [of] not less than 28 days . . . by mail of the time fixed for filing objections and the hearing to consider approval of a disclosure statement or, under § 1125(f), to make a final determination whether the plan provides adequate information so that a separate disclosure statement is not necessary." Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court."

19. The Debtors request that the Court set the Objection Deadline at 5:00 p.m., prevailing Eastern Time, on May 3, 2018. Additionally, the Debtors request that the Court require that objections to the Disclosure Statement or confirmation of the Plan must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and

(e) be filed with the Court with proof of service thereof and served upon the notice parties so as to be actually received by the Objection Deadline.

20. Setting the Objection Deadline as requested, and requiring that objecting parties satisfy the above-mentioned conditions, is warranted. ***First***, the Debtors' proposed schedule would provide entities at least 28-days' notice of the Objection Deadline, in accordance with Bankruptcy Rule 2002(b)(1). ***Second***, the requested relief otherwise complies with the applicable rules and will afford the Court, the Debtors, and other parties in interest sufficient time to consider the objections prior to the Confirmation Hearing. ***Third***, holders of Claims entitled to vote on the Plan will have received notice of the Plan and the restructuring transactions contemplated thereunder at least 50 days prior to the Objection Deadline through the Solicitation Procedures. No party should require additional time.

III. Approval of the Solicitation Procedures.

21. The Debtors distributed the Solicitation Packages and solicited votes to accept or reject the Plan prior to the Petition Date in accordance with sections 1125 and 1126 of the Bankruptcy Code. *See* 11 U.S.C. § 1125(g) (debtors may commence solicitation prior to filing chapter 11 petitions); 11 U.S.C. § 1126(b)(2) (holders of Claims that accepted or rejected a plan before the commencement of a chapter 11 case are deemed to accept or reject the plan so long as the solicitation provided adequate information). Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of Claims for the purpose of soliciting their votes to accept or reject a plan of reorganization. Bankruptcy Rule 3017(e) provides that "the court shall consider the procedures for transmitting the documents and information required by [Bankruptcy Rule 3017(d)] to beneficial holders of stock, bonds, debentures, notes, and other securities, determine the adequacy of the procedures and enter any orders the court deems appropriate." As set forth herein, the Solicitation Procedures comply with the Bankruptcy Code and the

Bankruptcy Rules, and the Debtors seek approval of the Solicitation Procedures, the Ballots, and the procedures used for tabulations of votes to accept or reject the Plan.

A. Voting Record Date.

22. Bankruptcy Rule 3018(b) provides that, in a prepetition solicitation, the holders of record of the applicable Claims against a debtor entitled to receive Ballots and related solicitation materials are to be determined "on the date specified in the solicitation." The Disclosure Statement and Ballots clearly identified March 12, 2018, as the date for determining which holders of Claims were entitled to vote to accept or reject the Plan.

B. Plan Distribution and Voting Deadline.

23. Bankruptcy Rule 3018(b) provides that prepetition acceptances and rejections of a plan are valid only if the plan was transmitted to substantially all the holders of Claims entitled to vote on the plan and the time for voting was not unreasonably short. As set forth in the Voting Report, all holders of Claims entitled to vote on the Plan were transmitted the Plan on March 14, 2018. Voting Report ¶¶ 4, 6. As clearly set forth in the Disclosure Statement and Ballots, the Voting Deadline for Classes 3 and 4 was set for March 30, 2018. This period of time accords with applicable nonbankruptcy law as there is no provision in any applicable law that requires a set period of time for voting on the Plan.

24. The Plan is the product of months of extensive negotiations among the Debtors, the Consenting Noteholders, the Consenting RBL Lenders, and other key stakeholders. As a result, the Debtors commenced solicitation shortly after the RSA was signed and set the Voting Deadline 16 days after the commencement of solicitation. The solicitation period provided sufficient time for the holders of Claims entitled to vote to make an informed decision to accept or reject the Plan. Moreover, 92.1 percent of the voting creditors voted for the Plan which

supports a finding that holders of Claims in the Voting Classes had adequate time to consider the Plan and the Disclosure Statement.

25. Thus, the Debtors respectfully submit that holders of Claims had adequate time to consider the Plan and the Disclosure Statement and submit a Ballot before the applicable Voting Deadline. *See, e.g., PES Holdings, LLC,* No. 18-10122 (KG) (Bankr. D. Del. Jan. 29, 2018) (approving procedures for solicitation that included a two-day voting period); *In re Hercules Offshore, Inc.*, No. 16-11385 (KJC) (Bankr. D. Del. June 15, 2016) (approving procedures for solicitation of first lien claimholders that included voting period of three days); *In re Cubic Energy, Inc*., No. 15-12500 (CSS) (Bankr. D. Del. Jan. 12, 2016) (approving procedures for solicitation that included a one-day voting period).

26. The transactions proposed in the Plan are the product of arm's-length negotiations among the Debtors, the Consenting Noteholders, the Consenting RBL Lenders, and other parties in interest. Prior to the commencement of solicitation, the Plan and Disclosure Statement were subject to extensive review and comment by representatives of the holders of Claims in Classes 3 and 4. Further, all of the holders of Claims in Classes 3 are sophisticated market participants and were kept abreast of the process and negotiations by both the Debtors and the Consenting RBL Lenders. For these reasons, the Debtors believe that the solicitation period is sufficient and appropriate for holders of Claims entitled to vote on the Plan to make an informed decision to accept or reject the Plan.

C. The Ballots.

27. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot, which substantially conforms to Official Form 314, only to "creditors and equity security holders entitled to vote on the plan." Bankruptcy Rule 3018(c) provides that "[a]n acceptance or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the

creditor or equity holder or an authorized agent, and conform to the appropriate Official Form." As set forth in the Voting Report, all holders of Claims entitled to vote on the Plan were transmitted Ballots. Voting Report ¶¶ 5–6. The Ballots used in the Solicitation Packages are based on Official Form 314, and have been modified, as applicable, to address the particular circumstances of these chapter 11 cases to include certain information that the Debtors believe to be relevant and appropriate for holders of Claims entitled to vote to accept or reject the Plan. Notably, the Class 4 beneficial Holder ballot provides that only Accredited Investors are entitled to vote on the Plan. The forms of Ballots used in the Solicitation Packages are annexed as **Exhibits 3-A**, **3-B**, and **3-C** attached hereto.

D. Voting Tabulation.

28. As described above, the Debtors used standard tabulation procedures in tabulating votes for the Plan. These procedures are consistent with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a). These tabulation procedures are also consistent with those used in cases in this district. *See, e.g.*, *PES Holdings, LLC*, No. 18-10122 (KG) (Bankr. D. Del. Jan. 29, 2018) (approving prepackaged vote tabulation procedures substantially similar to those utilized here); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 18, 2016) (same); *In re EveryWare Global, Inc.*, No. 15-10743 (LSS) (Bankr. D. Del. Apr. 9, 2015) (same); *In re Sorenson Commc'ns, Inc.*, No. 14-10454 (BLS) (Bankr. D. Del. Mar. 4, 2014) (same); *In re Physiotherapy Holdings, Inc.*, No. 13-12965 (KG) (Bankr. D. Del. Nov. 14, 2013) (same).

29. The Debtors did not solicit the votes of holders of Claims in Class 4 that were not Accredited Investors. Votes on Ballots returned by holders of Claims in Class 4 that failed to certify that they were an Accredited Investor were not accepted and were excluded from the tabulation of votes on the Plan, and any such Ballots submitted after the date hereof shall not be accepted and shall be excluded from the final tabulation of votes on the Plan. Courts in this and

other districts have approved voting tabulation procedures that did not solicit and did not count votes received from holders that were not Accredited Investors. *See, e.g.*, *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 18, 2016) (approving voting procedures and ballot where holders that were not accredited investors were not solicited and instructed not to return ballots); *In re Hercules Offshore, Inc.*, No. 15-11685 (KJC) (Bankr. D. Del. Aug. 14, 2015) (same); *In re QCE Finance, LLC*, No. 14-10543 (PJW) (Bankr. D. Del. May 12, 2014) (same); *In re Sbarro LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y. Mar. 13, 2014) (same); *In re Revel AC, Inc.*, No. 13-16254 (JHW) (Bank. D.N.J. Mar. 28, 2013) (same).

E. The Debtors' Prepetition Solicitation Was Exempt from Registration and Disclosure Requirements Otherwise Applicable Under Nonbankruptcy Law.

30. Section 1125(g) of the Bankruptcy Code provides that:

> [A]n acceptance or rejection of the plan may be solicited from a holder of a claim or interest if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.

31. Section 1126(b) of the Bankruptcy Code provides that:

> [A] holder of a claim or interest that has accepted or rejected the plan before the commencement of the case under this title is deemed to have accepted or rejected such plan, as the case may be, if—(1) the solicitation of such acceptance or rejection was in compliance with any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; or (2) if there is not any such law, rule, or regulation, such acceptance or rejection was solicited after disclosure to such holder of adequate information, as defined in section 1125(a) of this title.

32. Therefore, prepetition solicitation must either comply with generally applicable federal or state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, the solicited holders must receive "adequate information" under section 1125 of the Bankruptcy Code.

33. The Debtors respectfully submit that their prepetition solicitation is sheltered under one or more of the exemptions from registration provided by the Securities Act, including section 4(a)(2) thereof, state "Blue Sky" laws, or any similar rules, regulations, or statutes. Section 4(a)(2) of the Securities Act creates an exemption from nonbankruptcy securities law for transactions not involving a "public offering" which the Debtors relied on in connection with their prepetition solicitation. 15 U.S.C.A. § 77d(a)(2). Specifically, with respect to holders of Claims in Class 4 who will receive securities under the Plan, the Debtors took steps to ensure that all parties entitled to vote on the Plan were Accredited Investors, as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act. As a result of the foregoing, there was no general solicitation in connection with the sale of securities under the Plan. Additionally, with respect to holders of Class 4 Senior Notes Claims, the Debtors stated explicitly in the Ballot and in the Disclosure Statement that votes were only being solicited from those holders of Class 4 Claims that were Accredited Investors. As such, the Debtors' prepetition solicitation does not constitute a public offering because it falls within the exemption set out in section 4(a)(2) of the Securities Act. Moreover, the holders of Class 3 RBL Facility Claims will not receive securities pursuant to the Plan. The Debtors respectfully submit that the requirements of section 1126(b)(1) of the Bankruptcy Code are inapplicable to the Debtors' prepetition solicitation. As discussed more fully below, the Debtors will seek a determination from the Court at the Confirmation Hearing that all solicited holders received "adequate information" as defined by section 1125(a) of the Bankruptcy Code in compliance with section 1126(b)(2) of the Bankruptcy Code.

34. Debtors in this and other districts have utilized section 4(a)(2) of the Securities Act to exempt their prepetition solicitation from the registration and disclosure

requirements otherwise applicable under nonbankruptcy law. *See, e.g.*, *In re PES Holdings, LLC*, No. 18-10122 (KG) (Bankr. D. Del. Jan. 29, 2018) (approving solicitation procedures that included section 4(a)(2) exemption); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 18, 2016) (same); *In re Hercules Offshore, Inc.*, No. 15-11685 (KJC) (Bankr. D. Del. Aug. 14, 2015) (same); *In re EveryWare Global, Inc.*, No. 15-10743 (LSS) (Bankr. D. Del. Apr. 7, 2015) (same); *In re Sorenson Commc'ns, Inc.*, No. 14-10454 (BLS) (Bankr. D. Del. Mar. 4, 2014) (same).

IV. Approval of the Disclosure Statement.

35. The Debtors will request that the Court find that the Disclosure Statement contains "adequate information" as defined in section 1125(a) of the Bankruptcy Code. *See* 11 U.S.C. § 1126(b)(2) (because there is no nonbankruptcy law governing the solicitation of holders of Claims prior to the Debtors commencing these chapter 11 cases, such solicitation must have been based on the Debtors providing such holders "adequate information").

36. The Disclosure Statement contains adequate information because it is extensive and comprehensive. What constitutes "adequate information" is based on the facts and circumstances of each case, but the focus is on whether sufficient information is provided to enable parties to vote in an informed way, and that standard is easily met here. *See* 11 U.S.C. § 1125(a)(1); *see also Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321–22 (3d Cir. 2003) (providing that a disclosure statement must contain "adequate information to enable a creditor to make an informed judgment about the Plan") (internal quotations omitted); *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (noting that "adequate information" varies on a case-by-case basis). For instance, the Disclosure Statement contains descriptions and summaries of, among other things: (a) both the Plan and the Debtors' related reorganization efforts; (b) certain events and relevant

negotiations preceding the commencement of these chapter 11 cases; (c) the key terms of the restructuring; (d) risk factors affecting consummation of the Plan; (e) a liquidation analysis setting forth the estimated recovery that holders of Claims and Interests would receive in a hypothetical chapter 7 case; (f) financial information and valuations that are relevant in determining whether to accept or reject the Plan; and (g) federal tax law consequences of the Plan. In addition, and as noted above, the Disclosure Statement and the Plan were subject to extensive review and comment by the Consenting Noteholders and the Consenting RBL Lenders. Accordingly, the Debtors submit that the Disclosure Statement contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code and should be approved.

V. Waiver of Certain Solicitation Package Mailings.

37. The Debtors request that the Court waive the requirement that they mail a copy of the Solicitation Package to holders of Claims presumed to accept the Plan. *See* Fed. R. Bankr. P. 3017(d) (requiring transmission of a court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders unless the court orders otherwise). Bankruptcy Rule 3017(d) applies, in relevant part, "[u]pon approval of a disclosure statement." Accordingly, Bankruptcy Rule 3017 may be deemed not to apply here considering the prepetition solicitation process employed. *See also* 11 U.S.C. § 1126(f)–(g) (providing that solicitation of parties either presumed to accept or deemed to reject is unnecessary). Distributing the Solicitation Packages to non-voting creditors is costly and administratively burdensome. The Debtors submit that their resources should not be dissipated by having to satisfy this mailing requirement, especially given that the Debtors will also make the Solicitation Package (excluding the Ballots) available at no cost on their website maintained in the chapter 11 cases: https://cases.primeclerk.com/evep.

VI. Approval of the Form and Manner of the Notice.

38. Bankruptcy Rule 2002 requires at least 28-days' notice to all holders of Claims and Interests of the time fixed for filing objections to the hearing on confirmation of a chapter 11 plan. Fed. R. Bankr. P. 2002(b), (d).[9] To that end, the Debtors request that the Court approve the Confirmation Hearing Notice, substantially in the form of **Exhibit 1** annexed to **Exhibit A** attached hereto. In accordance with Bankruptcy Rules 2002 and 3017(d), the Confirmation Hearing Notice will: (a) provide notice of the commencement of these chapter 11 cases; (b) provide a brief summary of the Plan; (c) disclose the date and time of the Confirmation Hearing; (d) disclose the date and time of the Objection Deadline and the procedures for objecting to the Disclosure Statement and the Plan; and (e) provide the record date for receiving distributions under the Plan.

39. The Debtors will serve the Confirmation Hearing Notice upon the Debtors' creditor matrix and all interest holders of record no later than one business day after entry of the proposed order. The Debtors will likewise serve the Confirmation Hearing Notice upon the Notice Parties (as defined below).

40. Bankruptcy Rule 2002(l) also permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." The Debtors propose to publish a notice in the *New York Times* (*National Edition*), *Wall Street Journal* (*National Edition*), and the *Houston Chronicle* within five business days following entry of the proposed order, substantially in the form of **Exhibit 2** annexed to **Exhibit A** attached

[9] Bankruptcy Rule 3017(a) contains a similar requirement with respect to the hearing on approval of a disclosure statement. Here, the Debtors do not seek separate approval of the Disclosure Statement under section 1125(b) of the Bankruptcy Code. Such approval is not required at the present time because the Disclosure Statement was transmitted prepetition. Rather, the Debtors will seek approval of the Disclosure Statement, including a finding that the Disclosure Statement contained "adequate information" at the Confirmation Hearing pursuant to section 1125(g) of the Bankruptcy Code.

hereto (the "Publication Notice"). In addition, the Publication Notice will be available on the Debtors' website at https://cases.primeclerk.com/evep. The Debtors believe that the Publication Notice will provide sufficient notice of the pending approval of the Disclosure Statement, the Confirmation Hearing, and the Objection Deadline to entities who will not otherwise receive notice by mail as provided herein and through the Solicitation Procedures.

VII. Conditional Waiver of the Creditors' Meeting and the Filing of SOFAs and Schedules.

41. The Debtors respectfully submit that the circumstances of these chapter 11 cases merit a conditional waiver of the requirements that (a) the U.S. Trustee convene a Creditors' Meeting, and (b) the Debtors file schedules of assets and liabilities (the "Schedules") and statements of financial affairs (the "SOFAs"). This relief is appropriate because the Debtors' Plan already carries the support of holders of 92.1 percent of the Voting Classes and will satisfy all General Unsecured Claims in full in cash.

42. Although section 341(a) of the Bankruptcy Code typically requires the U.S. Trustee to convene and preside over a meeting of the Debtors' creditors, that requirement can be waived under the circumstances present here. Specifically, section 341(e) provides:

> Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

11 U.S.C. § 341(e).

43. As discussed above, the Debtors solicited acceptances of the Plan prior to the Petition Date and received overwhelming support from the creditors entitled to vote on the Plan. Accordingly, the Debtors submit that the meeting of creditors contemplated by section 341 of the Bankruptcy Code need not be convened if the Debtors obtain confirmation of the Plan.

44. The Debtors also request that the time for filing their Schedules and SOFAs be extended until June 13, 2018 and be waived in the event the Plan is confirmed on or prior to that date. Pursuant to Local Rule 1007-1(b), the Debtors are already entitled to a 28-day extension of the requirement to file their Schedules and SOFAs because the Debtors have more than 200 creditors. The Court has authority to grant a further extension "for cause" pursuant to Bankruptcy Rule 1007(c) and Local Rule 1007-l(b). Here, cause exists to further extend the deadline because requiring the Debtors to file Schedules and SOFAs would distract the Debtors' management and advisors from the work of ensuring a smooth transition into these chapter 11 cases and an expedited confirmation of the Plan. Given the prepackaged nature of these chapter 11 cases, the Schedules and SOFAs would also be of limited utility to most parties in interest—the Debtors have already solicited and obtained acceptances of the Plan from creditors in the Classes 3 and 4 and the Debtors' Plan proposes to satisfy all other Claims in full. The minimal benefit of requiring the Debtors to prepare the Schedules and SOFAs will be significantly outweighed by the substantial expenditure of time and resources the Debtors will be required to devote to the preparation and filing of the documents. For these reasons, the Court should only contingently require the Debtors to file SOFAs and Schedules if the Plan is not confirmed on or before June 13, 2018.

45. Courts in this district have frequently waived the requirements for the U.S. Trustee to convene a Creditors' Meeting and for a debtor to file Schedules and SOFAs in other prepackaged chapter 11 cases. *See e.g.*, *In re PES Holdings, LLC,* No. 18-10122 (KG) (Bankr. D. Del. Jan. 29, 2018); *In re Key Energy Services, Inc.*, No. 16-12306 (BLS) (Bankr. D. Del. Oct. 25, 2016); *In re Halcon Resources Corp.*, No. 16-11724 (BLS) (Bankr. D. Del. Jul. 29, 2016); *In re RCS Capital Corp.*, No. 16-10223 (MFW) (Bankr. D. Del. Mar. 29, 2016); *In re*

Offshore Group Inv. Ltd., No. 15-12422 (BLS) (Bankr. D. Del. Dec. 4, 2015). For the reasons discussed above, similar relief is appropriate in these chapter 11 cases as well.

46. Accordingly, the Debtors respectfully request that the proposed order provide that if the Plan is consummated on or before June 13, 2018, the Creditors' Meeting will be waived and the Debtors will be excused from filing the SOFAs and Schedules, in each case without further order of the Court.

47. The Debtors ask that the requested relief be granted without prejudice to the Debtors' ability to seek further extension or modification of the requirements for the U.S. Trustee to convene a Creditors' Meeting and for the Debtors to file Schedules and SOFAs. The Debtors also request that the Court authorize the Debtors to further extend the deadline to convene a Creditors' Meeting and file Schedules and SOFAs without filing a supplemental motion, and without further order from the Court, provided that the Debtors obtain the advance consent of the U.S. Trustee.

Reservation of Rights

48. Nothing contained herein is intended or shall be construed as: (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 rights of the Debtors or any other parties in interest to dispute any claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an admission as to the validity, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver of any claims or causes of action which may exist against

any entity; or (g) a waiver or limitation of the rights of the Debtors or any other parties in interest under the Bankruptcy Code or any other applicable law.

Notice

49. The Debtors will provide notice of this motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the administrative agent under the Debtors' prepetition secured facility; (d) counsel to the indenture trustee under the Debtors' prepetition senior notes; (e) counsel to the ad hoc committee of holders of 8.0% senior notes due 2019 issued pursuant to that certain Indenture, dated as of March 22, 2011; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this motion is seeking "first day" relief, within two business days of the hearing on this motion, the Debtors will serve copies of this motion and any order entered in respect of this motion as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

50. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the order, substantially in form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: April 2, 2018
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (Delaware Bar No. 2436)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EV ENERGY PARTNERS, L.P., *et al.*,[1]	)	Case No. 18-10814 (CSS)
Debtors.	)	(Joint Administration Requested)
	)	**Re: Docket No. ___**

ORDER (I) SCHEDULING A COMBINED DISCLOSURE STATEMENT APPROVAL AND PLAN CONFIRMATION HEARING, (II) ESTABLISHING A PLAN AND DISCLOSURE STATEMENT OBJECTION DEADLINE AND RELATED PROCEDURES, (III) APPROVING THE SOLICITATION PROCEDURES, (IV) APPROVING THE CONFIRMATION HEARING NOTICE, AND (V) DIRECTING THAT A MEETING OF CREDITORS NOT BE CONVENED

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) scheduling the Confirmation Hearing on the adequacy of the Disclosure Statement and confirmation of the Plan, (b) establishing the Objection Deadline and approving related procedures, (c) approving the Solicitation Procedures, (d) approving the form and manner of the Confirmation Hearing Notice, and (e) directing that the U.S. Trustee not convene the Creditors' Meeting if the Plan is confirmed within 75 days of the Petition Date, all as more fully set forth in the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, Plan, or Disclosure Statement, as applicable.

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

1. The Motion is granted as set forth herein.

2. The Confirmation Hearing, at which time this Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on May 15, 2018, at _____:_____ ___.m., prevailing Eastern Time.

3. Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan shall be filed on or before May 3, 2018, at 5:00 p.m., prevailing Eastern Time.

4. Any brief in support of confirmation of the Plan and reply to any objections shall be filed on or before May 10, 2018.

5. Any objections to the Disclosure Statement or confirmation of the Plan or to the Debtors' proposed assumption of Executory Contracts and Unexpired Leases must:

a. be in writing;

b. comply with the Bankruptcy Rules and the Local Rules;

c. state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity;

d. state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and

e. be filed with this Court with proof of service thereof and served upon the Notice Parties so as to be actually received by the Objection Deadline.

6. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled.

7. The form of the Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 1**, and the Publication Notice, substantially in the form attached hereto as **Exhibit 2**, and service thereof comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved.

8. The Debtors are authorized to enter into transactions to cause the Publication Notice to be published in the *New York Times* (*National Edition*), *Wall Street Journal* (*National Edition*), and *Houston Chronicle* within five business days following entry of this Order, or as soon as reasonably practical thereafter, and to make reasonable payments required for such publication. The Publication Notice, together with the Notice provided for in the Motion, is deemed to be sufficient and appropriate under the circumstances.

9. The Voting Record Date of March 12, 2018 and the Voting Deadline of March 30, 2018 at 5:00 p.m. prevailing Eastern Time are approved.

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

11. The Ballots, substantially in the form attached hereto as **Exhibits 3-A**, **3-B**, and **3-C**, are approved.

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

13. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to holders of Claims or Interests that are (a) unimpaired and conclusively presumed to accept the Plan or (b) impaired and deemed to reject the Plan, but will do so upon request from such holders of Claims or Interests.

14. The Creditors' Meeting shall be deferred unless the Plan is not confirmed on or before June 13, 2018, without prejudice to the Debtors' right to request further extension thereof. The Creditors' Meeting shall be waived provided that confirmation occurs on or before June 13, 2018.

15. Cause exists to extend the time by which the Debtors must file the Schedules and SOFAs until June 13, 2018, without prejudice to the Debtors' rights to request further extensions thereof. If the Plan is confirmed on or before June 13, 2018, the requirement to file Schedules and SOFAs in the chapter 11 cases shall be waived without the requirement of any further action on any Debtor's part.

16. Without limiting the foregoing, the Debtors may further extend the deadline to convene the Creditors' Meeting and file Schedules and SOFAs without filing a supplemental motion, and without further order from the Court, provided that the Debtors obtain the advance written consent of the U.S. Trustee.

17. Nothing contained in the Motion or this Order shall be deemed or construed as an admission as to the validity or priority of any claim or lien against the Debtors or any other party or as a waiver of such parties' rights to dispute any claim or lien.

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

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

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

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

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Proposed Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EV ENERGY PARTNERS, L.P., *et al.*,[1]	)	Case No. 18-10814 (CSS)
Debtors.	)	(Joint Administration Requested)

NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES, (II) COMBINED HEARING ON THE DISCLOSURE STATEMENT, CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN, AND RELATED MATTERS, (III) OBJECTION DEADLINES, AND (IV) PROPOSED ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

NOTICE IS HEREBY GIVEN as follows:

On April 2, 2018 (the "Petition Date"), EV Energy Partners, L.P. and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On April 2, 2018, the Debtors filed a proposed joint prepackaged chapter 11 plan of reorganization [Docket No. [●]] (the "Plan") and proposed disclosure statement [Docket No. [●]] (the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Eastern Time. The Plan and the Disclosure Statement also are available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov or free of charge on the Debtors' restructuring website at https://cases.primeclerk.com/evep.[2]

The Plan is a "prepackaged" plan of reorganization. The primary purpose of the Plan is to effectuate a balance-sheet restructuring of the Debtors' business (the "Restructuring"). The Debtors believe that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs, and, ultimately, would jeopardize recoveries for holders of allowed claims.

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Information Regarding the Plan and Disclosure Statement

Voting Record Date. The voting record date was **March 12, 2018**, which was the date for determining which holders of Claims in **Classes 3 and 4** of the Plan were entitled to vote.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN AND DISCLOSURE STATEMENT

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, DISCHARGE, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.D. CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS THAT DO NOT TIMELY FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY[3] UNDER THE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

Please be advised that the Plan contains certain release, exculpation, discharge, and injunction provisions as follows:

RELEASES BY THE DEBTORS

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, their estates, and the Reorganized Debtors from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors or Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their respective estates or the Reorganized Debtors 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, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors or the Reorganized Debtors, the subject matter of, or

3 "Releasing Party" means collectively, and in each case solely in its capacity as such: (a) the Debtors; (b) the Consenting RBL Lenders; (c) the RBL Agent; (d) the Consenting Noteholders; (e) the Indenture Trustee; (f) the EnerVest Parties; (g) each holder of a Claim entitled to vote to accept or reject the Plan that (i) votes to accept the Plan or (ii) votes to reject the Plan or does not vote to accept or reject the Plan but does not affirmatively elect to "opt out" of being a Releasing Party by timely objecting to the Plan's third-party release provisions; (h) each holder of a Claim or Existing Equity Interest that is Unimpaired and presumed to accept the Plan; (i) each holder of a Claim or Existing Equity Interest that is deemed to reject the Plan that does not affirmatively elect to "opt out" of being a Releasing Party by timely objecting to the Plan's third-party release provisions; and (j) with respect each of the Debtors, the Reorganized Debtors and the foregoing entities described in clauses (a) through (i), such entities' current and former affiliates, and such entities' and such affiliates' partners, subsidiaries, predecessors, current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), members, officers, principals, employees, agents, managed accounts or funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, together with their respective successors and assigns.

the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the RSA, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents, or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (1) expressly preserved by the Plan or (2) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the restructuring or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors and the Released Parties from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor or Reorganized Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person 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 Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the RSA, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (x) expressly preserved by the Plan or (y) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the Restructuring or assumed pursuant to the Plan.

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 herein, and, further, shall constitute the Bankruptcy Court's

finding that the Third Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

DISCHARGE

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

EXCULPATION

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

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; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

INJUNCTION

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold

Claims or Interests that have been released pursuant to Article VIII.C or Article VIII.D of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.E of the Plan, 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 Released Parties, or the Exculpated 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 Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (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. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan.

Objections to the Plan and Disclosure Statement. The deadline for filing objections (each, an "Objection") to the Plan and Disclosure Statement, or the proposed assumption of Executory Contracts and Unexpired Leases, is **May 3, 2018, at 5:00 p.m., prevailing Eastern Time** (the "Objection Deadline"). Any such Objections must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Court with proof of service thereof and served upon the Notice Parties (as defined herein) so as to be actually received by the Objection Deadline.

Objections must be filed with the Bankruptcy Court and served so as to be **actually received** no later than **May 3, 2018, at 5:00 p.m., prevailing Eastern Time**, by those parties who have filed a notice of appearance in the Debtors' chapter 11 cases as well as the following parties:

the Debtors:

EV Energy Partners, L.P.
1001 Fannin, Suite 800,
Houston, Texas 77002
Attn.: Nicholas Bobrowski

with copies to:

Kirkland & Ellis LLP
Kirkland & Ellis International LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attn.: Brad Weiland
Travis M. Bayer

	Kirkland & Ellis LLP Kirkland & Ellis International LLP 601 Lexington Avenue New York, New York 10022 Attn.: Joshua A. Sussberg, P.C. Jeremy David Evans Pachulski Stang Ziehl & Jones LLP 919 North Market Street, 17th Floor Wilmington, Delaware 19801 Attn: Laura Davis Jones
Counsel to the RBL Agent	Simpson Thatcher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Attn.: Elisha Graff Nicholas Baker
Counsel to the Consenting Noteholders	Akin, Gump, Strauss, Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn.: Philip Dublin Jason Rubin
Counsel to the Indenture Trustee	Bryan Cave LLP 1290 Avenue of the Americas New York, New York 10104 Attn.: Stephanie Wickouski

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

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

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each class of Claims against and Interests in the Debtors, and indicates the voting status of each class.

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery	Liquidation Recovery
1	Other Secured Claims	Presumed to Accept	Unimpaired	100%	100%
2	Other Priority Claims	Presumed to Accept	Unimpaired	100%	100%
3	RBL Facility Claims	Entitled to Vote	Impaired	100%	100%
4	Senior Notes Claims	Entitled to Vote	Impaired	57.8%	23.3%–34.4%
5	General Unsecured Claims	Presumed to Accept	Unimpaired	100%	23.3%–34.4%

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery	Liquidation Recovery
6	Existing EVEP Equity Interests	Deemed to Reject	Impaired	0%[4]	0%
7	Intercompany Claims	Presumed to Accept/ Deemed to Reject	Unimpaired/Impaired	0%–100%	0%
8	Intercompany Interests	Presumed to Accept/ Deemed to Reject	Unimpaired/Impaired	0%–100%	0%
9	Section 510(b) Claims	Deemed to Reject	Impaired	0%	0%

Hearing on Confirmation of the Plan and the Adequacy of the Disclosure Statement

The hearing (the "Confirmation Hearing") will be held before the Honorable Christopher S. Sontchi, United States Bankruptcy Judge, in Courtroom 6 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on May 15, 2018, at _____ __.m., prevailing Eastern Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, any objections to the proposed assumption of Executory Contracts and Unexpired Leases, and any other matter that may properly come before the Bankruptcy Court. Please be advised that 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 other parties entitled to notice.

BINDING NATURE OF THE PLAN:

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, WAS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.

Assumption of Executory Contracts and Unexpired Leases and Cure Claims

On the Effective Date, except as otherwise provided for in the Plan, each Executory Contract and Unexpired Lease shall be deemed assumed by the applicable Debtor, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) has been previously assumed or rejected; (2) previously expired or has been terminated pursuant to its own terms; (3) is the subject of a motion or notice to assume or assume and assign filed on or before the Confirmation Date; or (4) is designated specifically, or by category, on the Schedule of Rejected Executory Contracts and Unexpired Leases. The assumption of Executory Contracts and Unexpired Leases under the Plan may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

[4] Existing EVEP Equity Interests will not receive any distribution on account of their Interests under the Plan but will receive their Pro Rata share of: (a) five percent of the New Common Stock (subject to dilution by the MIP Shares and New Common Stock issued pursuant to the New Warrants); and (b) the New Warrants.

Any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan, including an objection regarding the ability of the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), must be filed with the Bankruptcy Court by the Objection Deadline, or such other deadline as may be established by order of the Bankruptcy Court. To the extent any such objection is not heard by the Bankruptcy Court at the Confirmation Hearing, such objection may be heard at a subsequent omnibus hearing. Any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the proposed assumption of any Executory Contract or Unexpired Lease by the deadline established by the Bankruptcy Court will be deemed to have consented to such assumption.

Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Reorganized Debtors upon assumption thereof in the ordinary course of business. If any counterparty to an Executory Contract or Unexpired Lease believes any amounts are due as a result of the Debtors' default under the obligations of such Executory Contract or Unexpired Lease, such counterparty shall assert a Cure Claim against the Debtors or Reorganized Debtors, as applicable, in the ordinary course of business, subject to all defenses the Debtors or Reorganized Debtors may have with respect to such Cure Claim.

[*Remainder of page left intentionally blank.*]

Dated: April [●], 2018
Wilmington, Delaware

/s/ DRAFT

Laura Davis Jones (Delaware Bar No. 2436)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
Wilmington, Delaware 19899-8705 (Courier 19801)
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-and-

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
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-and-

James H.M. Sprayregen, P.C.
Brad Weiland (*pro hac vice* admission pending)
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KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 2

Proposed Publication Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EV ENERGY PARTNERS, L.P., *al.*,[1]	)	Case No. 18-10814 (CSS)
Debtors.	)	(Joint Administration Requested)

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND COMBINED HEARING ON DISCLOSURE STATEMENT AND CONFIRMATION OF JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on April 2, 2018 (the "Petition Date"), EV Energy Partners, L.P. and certain of its affiliates, as debtors in the above-captioned chapter 11 cases (collectively, the "Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") a proposed joint prepackaged chapter 11 plan of reorganization [Docket No. [●]] (the "Plan") and proposed disclosure statement [Docket No. [●]] (the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Eastern Time. The Plan and Disclosure Statement also are available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge on the Debtors' chapter 11 website at https://cases.primeclerk.com/evep.[2]

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "Confirmation Hearing") will be held before the Honorable Christopher S. Sontchi, United States Bankruptcy Judge, in Courtroom 6 of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, on May 15, 2018, at _____ __.m., prevailing Eastern Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, any objections to the proposed assumption of Executory Contracts and Unexpired Leases, and any other matter that may properly come before the Court. Please be advised that the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

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 other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT objections (each, an "Objection"), if any, to the Plan or the Disclosure Statement, or to the proposed assumption of Executory Contracts and Unexpired Leases must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity or individual; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served so as to be **actually received** no later than May 3, 2018, at 5:00 p.m., prevailing Eastern Time, by those parties who have a filed a notice of appearance in the Debtors' chapter 11 cases as well as each of the following parties:

Debtors:	EV Energy Partners, L.P. 1001 Fannin, Suite 800, Houston, Texas 77002 Attn.: Nicholas Bobrowski with copies to: Kirkland & Ellis LLP Kirkland & Ellis International LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn.: Brad Weiland Travis M. Bayer Kirkland & Ellis LLP Kirkland & Ellis International LLP 601 Lexington Avenue New York, New York 10022 Attn.: Joshua A. Sussberg, P.C. Jeremy David Evans Pachulski Stang Ziehl & Jones LLP 919 North Market Street, 17th Floor Wilmington, Delaware 19801 Attn: Laura Davis Jones
Counsel to the RBL Agent	Simpson Thatcher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Attn.: Elisha Graff Nicholas Baker
Counsel to the Consenting Noteholders	Akin, Gump, Strauss, Hauer & Feld LLP One Bryant Park New York, New York 10036

	Attn.: Philip Dublin Jason Rubin
Counsel to the Indenture Trustee	Bryan Cave LLP 1290 Avenue of the Americas New York, New York 10104 Attn.: Stephanie Wickouski

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, DISCHARGE, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

ALL HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS THAT DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THESE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER THE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

[*Remainder of page left intentionally blank.*]

Dated: April [●], 2018
Wilmington, Delaware

/s/ DRAFT

Laura Davis Jones (Delaware Bar No. 2436)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 652-4100
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-and-

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
Jeremy David Evans (*pro hac vice* admission pending)
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KIRKLAND & ELLIS INTERNATIONAL LLP
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-and-

James H.M. Sprayregen, P.C.
Brad Weiland (*pro hac vice* admission pending)
Travis M. Bayer (*pro hac vice* admission pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3-A

Form of Class 3 Ballot

CLASS 3 BALLOT FOR VOTING ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION FOR EV ENERGY PARTNERS L.P. AND ITS DEBTOR AFFILIATES[1]

IMPORTANT NOTE:	PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION (THE "PLAN")[2] OF EV ENERGY PARTNERS, L.P. AND ITS DEBTOR AFFILIATES (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "RESTRUCTURING TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.
DEADLINE:	THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY PRIME CLERK LLC (THE "SOLICITATION AGENT") PRIOR TO 5:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2018 (THE "VOTING DEADLINE").
QUESTIONS:	If you have any questions regarding this ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by (i) emailing evepballots@primeclerk.com and reference "EVEP" in the subject line, (ii) calling (877) 755-4210 (domestic toll-free) or (347) 505-7138 (international toll) (ask for Solicitation Group), or (iii) writing to the following address: EVEP Ballot Processing, c/o Prime Clerk LLC, 830 3rd Avenue, 3rd floor, New York, NY 10022.
CLASS 3 NOTICE:	You have received this ballot because the Company's books and records indicate that you are a holder of a Class 3 RBL Facility Claims as of March 12, 2018 (the "Voting Record Date"). Accordingly, you have the right to execute this ballot and to vote to accept or reject the Plan. This ballot may not be used for any purpose other than for casting votes with respect to the Plan and making certain certifications with respect to the Plan. If you believe you have received this ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent immediately. You should review the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.
RESTRUCTURING TRANSACTION BACKGROUND:	The Restructuring Transaction is being implemented pursuant to the Restructuring Support Agreement (the "RSA"), dated as of March 14, 2018, among the Company, certain of holders of the RBL Facility Claims, certain holders of the Notes Claims and certain interest holders in the Company. The Company is soliciting votes to accept or reject the Plan from the holders of RBL Facility Claims and Senior Notes Claims. The Company may file Chapter 11 Cases in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and seek to consummate the Restructuring Transaction through the chapter 11 bankruptcy process and the Plan. The Company will file the Plan and the related disclosure

1 The anticipated Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

2 All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Plan.

statement (the "Disclosure Statement") with the Bankruptcy Court on or shortly after the date of the filing of the Chapter 11 Cases. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. The Bankruptcy Court may approve the Plan, which contemplates effecting the Restructuring Transactions, and the Plan then would be binding on you, if holders of at least two-thirds in amount and more than one-half in number of Allowed Claims in each Class of Claims that vote on the Plan vote to accept the Plan, and if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

TREATMENT OF YOUR CLASS 3 RBL FACILITY CLAIM

Subject to the terms and conditions of the Plan, you will receive your Pro Rata share of the following treatment if the Plan is consummated:

1. if you vote to accept the Plan (a) new revolving loans under the Amended RBL Credit Facility in an amount equal to the principal amount of your Allowed RBL Facility Claim as of the Effective Date, (b) Cash in an amount equal to the accrued and unpaid interest payable to you under the RBL Credit Agreement as of the Effective Date and (c) unfunded commitments and letter of credit participation under the Amended RBL Credit Facility equal to your unfunded commitments and letter of credit participation as of the Effective Date (collectively, the "Amended RBL Credit Facility Recovery"); or

2. if you (a) vote to reject the Plan or (b) fail to properly submit a ballot, (i) Alternative Term Loans in an amount equal to the principal amount of your Allowed RBL Facility Claim as of the Effective Date and (ii) Cash in an amount equal to the accrued and unpaid interest payable to you under the RBL Credit Agreement as of the Effective Date (collectively, the "Alternative Term Loan Recovery").

   To the extent a Secured Swap Agreement is terminated and results in a Claim, such Claim will be paid in full in cash on the Effective Date.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

[*Remainder of Page Intentionally Left Blank*]

VOTING — COMPLETE THIS SECTION

ITEM 1: PRINCIPAL AMOUNT OF CLASS 3 RBL FACILITY CLAIMS

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder of Class 3 RBL Facility Claims in the following aggregate principal amount (*please fill in the amount if not otherwise completed*):

Amount of Claims: $_____

ITEM 2: VOTE TO ACCEPT OR REJECT THE PLAN

You may vote to accept or reject the Plan. Holders of RBL Facility Claims that are party to the RSA must vote to accept the Plan pursuant to the RSA so long as the RSA is still in full force and effect as to such holder. You must check one of the boxes below in order to have your vote counted.

The holder of the Class 3 RBL Facility Claims set forth in Item 1 above votes to (*please check one and only one*):

☐ **ACCEPT (VOTE FOR) THE PLAN**

☐ **REJECT (VOTE AGAINST) THE PLAN**

Please note that you are voting all of your Class 3 RBL Facility Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box above, your ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes above, your ballot with respect to this Item 2 will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast above will be applied in the same manner and in the same amount in Class 3 against each applicable Debtor. Upon termination of the RSA as to a holder of an RBL Facility Claim, any ballots submitted to accept the Plan by such holder will be automatically revoked and deemed void ab initio.

If you do not consent to the releases contained in the Plan and the related injunction, you may elect not to grant such releases, but only if you (a) vote to reject the Plan or do not vote to accept or reject the Plan and (b) opt out of being a releasing party by timely objecting to the Plan's third-party releases, and the court determines that you have the right to opt out of the releases. SUBJECT TO ANY FINAL ORDER OF THE BANKRUPTCY COURT TO THE CONTRARY IF YOU EITHER (A) VOTE TO ACCEPT THE PLAN OR (B) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DO NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. IF YOU FILE AN OBJECTION AND SUCH OBJECTION IS OVERRULED BY THE BANKRUPTCY COURT, THE THIRD-PARTY RELEASES MAY BE BINDING ON YOU.

ITEM 3: EXIT FACILITY RECOVERY

Pursuant to Article III.B.3 of the Plan, holders of RBL Facility Claims who vote to accept the Plan will receive their Pro Rata share of the Amended RBL Credit Facility Recovery as their Plan Distribution. Holders who abstain from voting or who vote to reject the Plan will receive their Pro Rata share of the Alternative Term Loan Recovery as their Plan Distribution.

ITEM 4: IMPORTANT INFORMATION REGARDING THE THIRD-PARTY

The Plan contains a series of releases that are part of the overall restructuring set forth in the Plan and described in greater detail in the Disclosure Statement. In that respect, parties should be aware that, if the Plan is confirmed and the Effective Date occurs, certain parties will be getting releases and certain parties will be giving releases as set forth in Article VIII.D of the Plan and as further described in Article VI.E of the Disclosure Statement. For

RELEASE

your convenience, excerpts of the release provisions from the Plan are set forth below, however, you should carefully read the enclosed Disclosure Statement and Plan with respect to the releases.

Article VIII.D of the Plan provides for a third party release (the "Third-Party Release"):

AS OF THE EFFECTIVE DATE, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF A DEBTOR OR REORGANIZED DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT SUCH PERSON 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 REORGANIZED DEBTORS, THE RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE RSA, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OR LOANS OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE EXIT FACILITIES DOCUMENTS OR ANY OTHER RESTRUCTURING DOCUMENTS, ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; *PROVIDED* THAT THE FOREGOING SHALL NOT OPERATE TO WAIVE AND RELEASE ANY CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, OR REMEDIES OF THE DEBTORS OR REORGANIZED DEBTORS (X) EXPRESSLY PRESERVED BY THE PLAN OR (Y) ARISING AFTER THE EFFECTIVE DATE UNDER OR RELATED TO ANY AGREEMENTS OR DOCUMENTS EXECUTED TO IMPLEMENT THE PLAN AND THE RESTRUCTURING OR ASSUMED PURSUANT TO THE PLAN.

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 HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) CONSENSUAL; (2) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (3) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (4) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (5) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (6) FAIR, EQUITABLE, AND REASONABLE; (7) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (8) A BAR TO

ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS COLLECTIVELY, AND IN EACH CASE SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE CONSENTING RBL LENDERS; (C) THE RBL AGENT; (D) THE CONSENTING NOTEHOLDERS; (E) THE INDENTURE TRUSTEE; (F) THE ENERVEST PARTIES; (G) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN THAT (I) VOTES TO ACCEPT THE PLAN OR (II) VOTES TO REJECT THE PLAN OR DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS; (G) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST THAT IS UNIMPAIRED AND PRESUMED TO ACCEPT THE PRE-PACKAGED PLAN; (H) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST THAT IS DEEMED TO REJECT THE PLAN THAT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS; AND (I) WITH RESPECT EACH OF THE DEBTORS, THE REORGANIZED DEBTORS AND THE FOREGOING ENTITIES DESCRIBED IN CLAUSES (A) THROUGH (H), SUCH ENTITIES' CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND SUCH AFFILIATES' PARTNERS, SUBSIDIARIES, PREDECESSORS, CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), MEMBERS, OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, MANAGED ACCOUNTS OR FUNDS, ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

YOU WILL BE A "RELEASING PARTY" UNDER THE PLAN UNLESS YOU (A) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN AND (B) OPT OUT OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASES, AND THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES. SUBJECT TO ANY FINAL ORDER OF THE BANKRUPTCY COURT TO THE CONTRARY IF YOU EITHER (A) VOTE TO ACCEPT THE PLAN OR (B) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DO NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. SHOULD YOU FILE AN OBJECTION TO THE THIRD-PARTY RELEASES THAT IS OVERRULED BY THE BANKRUPTCY COURT, THE THIRD-PARTY RELEASES MAY BE BINDING ON YOU.

ITEM 5: CERTIFICATIONS

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

1. the undersigned is (a) the holder of the RBL Facility Claims (Class 3) being voted, or (b) the authorized signatory for an entity that is a holder of such RBL Facility Claims;

2. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's vote as set forth on

this Ballot is subject to the terms and conditions set forth therein and herein;

3. the undersigned has cast the same vote with respect to all of its RBL Facility Claims (Class 3) in connection with the Plan; and

4. (a) no other Ballot with respect to the same RBL Facility Claims (Class 3) identified in Item 1 has been cast or (b) if any other Ballot has been cast with respect to such RBL Facility Claims, then any such earlier Ballots are hereby revoked and deemed to be null and void.

ITEM 6: BALLOT COMPLETION AND DELIVERY INSTRUCTIONS

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

_____

Signature: _____

Signatory Name (if other than the holder): _____

Title: _____

Address: _____

Email Address: _____

Telephone Number: _____

Date Completed: _____

No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan. This Ballot shall not constitute or be deemed a proof of claim or equity interest or an assertion of a claim or equity interest.

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN ACCORDANCE WITH INSTRUCTIONS CONTAINED HEREIN. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE: (I) IN THE ENCLOSED PRE-PAID, PRE-ADDRESSED ENVELOPE RETURN ENVELOPE; (II) VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS SET FORTH BELOW, OR (III) VIA EMAIL (ATTACHING A SCANNED PDF OF THE FULLY EXECUTED BALLOT) TO EVEPBALLOTS@PRIMECLERK.COM AND REFERENCE "EVEP" IN THE SUBJECT LINE. PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

EVEP BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR,
NEW YORK, NY 10022

TELEPHONE: (877) 755-4210 (Domestic Toll-Free) or
(347) 505-7138 (International Toll) (ask for Solicitation Group)

EMAIL: EVEPBALLOTS@PRIMECLERK.COM
and reference "EVEP" in the subject line.

Important Information Regarding Releases under the Plan:

The Plan includes the following release provisions and definitions:[3]

"*Released Parties*" means collectively, in each case solely in their respective capacities as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Noteholders and all other Senior Noteholders; (c) the Indenture Trustee; (d) the Ad Hoc Committee of Noteholders; (e) the Consenting RBL Lenders; (f) the RBL Agent; (g) the Amended RBL Credit Facility Agent; (h) each of the EnerVest Parties; and (i) with respect to each of the foregoing entities described in clauses (a) through (h), such entity's current and former affiliates, partners, subsidiaries, officers, directors, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective successors and assigns, in each case in their capacity as such.

Article VIII.C: Release by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, their estates, and the Reorganized Debtors from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors or Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their respective estates or the Reorganized Debtors 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, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the RSA, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents, or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (1) expressly preserved by the Plan or (2) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the restructuring or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Holders of Claims and Interests

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors and

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[3] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this ballot.

the Released Parties from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor or Reorganized Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person 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 Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the RSA, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (x) expressly preserved by the Plan or (y) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the Restructuring or assumed pursuant to the Plan.

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 herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E: Exculpation

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

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; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

Article VIII.F: Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.C or Article VIII.D of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.E of the Plan, 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 Released Parties, or the Exculpated 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 Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on

account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (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. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan.

[*Remainder of page intentionally left blank*]

HOW TO VOTE

1. This ballot contains voting options with respect to the Plan.

2. To vote, you MUST: (a) fully complete this ballot; (b) clearly indicate your decision to accept or reject the Plan in Item 2 of this ballot; and (c) sign, date, and return this ballot (i) via first class mail in the enclosed pre-addressed envelope, (ii) via first class mail, overnight courier, or hand delivery to the address set forth in Item 6 of the ballot, or (iii) via the Solicitation Agent's online voting portal as described more fully below.
   To submit your Ballot via the online voting portal, please visit https://cases.primeclerk.com/evepballots. 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 E-Ballot:

   Unique E-Ballot ID#: _____

   The Solicitation Agent's online voting platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, e-mail 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 Ballot. Please complete and submit a Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Solicitation Agent's online voting portal should NOT also submit a hard copy Ballot.

3. Any ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed and returned will NOT be counted unless the Company otherwise determines.

4. To vote, you MUST deliver your completed ballot so that it is ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline by one of the methods described above. The Voting Deadline is 5:00 p.m. prevailing Eastern Time on March 30, 2018.

5. Any ballot received by the Solicitation Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Company otherwise determines. No ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.

6. Delivery of a ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the originally executed ballot (for the avoidance of doubt, a ballot submitted via the Solicitation Agent's online voting portal shall be deemed to contain an original signature). In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple ballots to the Solicitation Agent, ONLY the last properly executed ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior received ballot(s).

8. You must vote all of your Class 3 RBL Facility Claims either to accept or reject the Plan, and may not split your vote. Further, if a holder has multiple Claims within Class 3, the Company may direct the Solicitation Agent to aggregate the Claims of any particular holder within Class 3 for the purpose of counting votes.

9. This ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in the Company's Chapter 11 Cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure

Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. SIGN AND DATE your ballot.[4] Please provide your name and mailing address in the space provided on this ballot if it is different from that set forth on the ballot or if no address is presented on the ballot.

12. If your Claim is held in multiple accounts, you may receive more than one ballot coded for each such account for which your Claims are held. Each ballot votes only your Claims indicated on that ballot. Accordingly, complete and return each ballot you receive.

[*Remainder of page intentionally left blank*]

[4] If you are signing a ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or 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 Solicitation Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such holder.

Exhibit 3-B

Form of Class 4 Beneficial Holder Ballot

CLASS 4 BENEFICIAL HOLDER BALLOT
FOR VOTING ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF
REORGANIZATION FOR EV ENERGY PARTNERS L.P. AND ITS DEBTOR AFFILIATES[1]

IMPORTANT NOTE:	PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION (THE "PLAN")[2] OF EV ENERGY PARTNERS, L.P. AND ITS DEBTOR AFFILIATES (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "RESTRUCTURING TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.
IMPORTANT NOTE TO NON-ACCREDITED INVESTORS:	BALLOTS ARE ONLY BEING SOLICITED FROM HOLDERS AS OF THE VOTING RECORD DATE (AS DEFINED HEREIN) THAT ARE "ACCREDITED INVESTORS."[3] IF YOU ARE NOT AN ACCREDITED INVESTOR, YOUR VOTE WILL NOT BE COUNTED AND YOU SHOULD NOT RETURN THIS BALLOT. HOWEVER, ALL ACCREDITED INVESTORS AND NON-ACCREDITED INVESTORS WILL RECEIVE THE SAME TREATMENT UNDER THE PLAN.
DEADLINE:	THIS BALLOT (IF PRE-VALIDATED AS DIRECTED BELOW) OR THE MASTER BALLOT REFLECTING THE VOTE CAST ON THIS BALLOT SUBMITTED BY YOUR NOMINEE,[4] AS APPLICABLE, MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY PRIME CLERK LLC (THE "SOLICITATION AGENT") PRIOR TO 5:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2018 (THE "VOTING DEADLINE").
QUESTIONS:	If you have any questions regarding this ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by (i) emailing evepballots@primeclerk.com and reference "EVEP" in the subject line, (ii) calling (877) 755-4210 (domestic toll-free) or (347) 505-7138 (international toll) (ask for Solicitation Group), or (iii) writing to the following address: EVEP Ballot Processing, c/o Prime Clerk LLC, 830 3rd Avenue, 3rd floor, New York, NY 10022.
CLASS 4 BENEFICIAL	You have received this ballot because your Nominee has identified you as a Beneficial Holder[5] of a Class 4 Senior Notes Claim as of March 12, 2018 (the "Voting Record Date").

1 The anticipated Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

2 All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Plan.

3 "Accredited Investor" shall have the same meaning as that term is defined in Rule 501 of Regulation D, 17 C.F.R. § 230.501(a), promulgated under the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, a copy of which is attached to this ballot as **Exhibit A**.

4 "Nominee" means the broker, dealer, commercial bank, trust company, savings and loan, financial institution, or other such party in whose name your beneficial ownership in Class 4 Senior Notes Claims is registered or held of record on your behalf as of the Voting Record Date.

5 A "Beneficial Holder" is a beneficial owner of securities of Class 4 Senior Notes Claims whose Claims have not been satisfied prior to the Voting Record Date, as reflected in the records maintained by Nominees (as defined herein) holding through the Depository Trust Company or other relevant security depository or the applicable indenture trustee, as of the Voting Record Date.

HOLDER NOTICE	Accordingly, you have the right to execute this ballot and to vote to accept or reject the Plan. This ballot may not be used for any purpose other than for casting votes with respect to the Plan and making certain certifications with respect to the Plan. If you believe you have received this ballot in error, or if you believe that you have received the wrong ballot, please contact your Nominee immediately. You should review the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.
RESTRUCTURING TRANSACTION BACKGROUND:	The Company is soliciting votes to accept or reject the Plan from the holders of RBL Facility Claims and Senior Notes Claims. The Company may file Chapter 11 Cases in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. The Company will file the Plan and the related disclosure statement (the "Disclosure Statement") with the Bankruptcy Court on or shortly after the date of the filing of the Chapter 11 Cases. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. The Bankruptcy Court may approve the Plan, which contemplates effecting the Restructuring Transactions, and the Plan then would be binding on you, if holders of at least two-thirds in amount and more than one-half in number of Allowed Claims in each Class of Claims that vote on the Plan vote to accept the Plan, and if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.
TREATMENT OF YOUR CLASS 4 SENIOR NOTES CLAIMS (APPLICABLE TO ALL ACCREDITED AND NON-ACCREDITED INVESTORS):	Subject to the terms and conditions of the Plan, you will receive your Pro Rata share of the following treatment if the Plan is consummated: 95 percent of the New Common Stock (subject to dilution by the MIP Shares and shares of New Common Stock issued pursuant to the New Warrants). **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.**

[*Remainder of page intentionally left blank*]

VOTING — COMPLETE THIS SECTION

ITEM 1: PRINCIPAL AMOUNT OF CLASS 4 SENIOR NOTES CLAIMS

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder of Class 4 Senior Notes Claims in the following aggregate principal amount (*please fill in the amount if not otherwise completed*):

Amount of Claims: $_____

If a Nominee holds your Class 4 Senior Notes Claims and you do not know the amount of such holdings, please contact your Nominee immediately.

ITEM 2: VOTE TO ACCEPT OR REJECT THE PLAN

Only Accredited Investors[6] may vote to accept or reject the Plan. If you are an Accredited Investor, check one of the boxes below in order to have your vote counted. If you are not an Accredited Investor, do not return this ballot. However, all Accredited and Non-Accredited Investors will receive the same treatment under the Plan.

The holder of the Class 4 Senior Notes Claims set forth in Item 1 above votes to (***please check one and only one***):

☐ **ACCEPT (VOTE FOR) THE PLAN**

☐ **REJECT (VOTE AGAINST) THE PLAN**

Please note that you are voting all of your Class 4 Senior Notes Claims either to accept or reject the Plan. You may not split your vote. If you do not indicate that you either accept or reject the Plan by checking the applicable box above, your ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Plan by checking both boxes above, your ballot with respect to this Item 2 will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast above will be applied in the same manner and in the same amount in Class 4 against each applicable Debtor.

If you do not consent to the releases contained in the Plan and the related injunction, you may elect not to grant such releases, but only if you (a) vote to reject the Plan or do not vote to accept or reject the Plan and (b) opt out of being a releasing party by timely objecting to the Plan's third-party releases, and the court determines that you have the right to opt out of the releases. SUBJECT TO ANY FINAL ORDER OF THE BANKRUPTCY COURT TO THE CONTRARY IF YOU EITHER (A) VOTE TO ACCEPT THE PLAN OR (B) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DO NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. IF YOU FILE AN OBJECTION AND SUCH OBJECTION IS OVERRULED BY THE BANKRUPTCY COURT, THE THIRD-PARTY RELEASES MAY BE BINDING ON YOU.

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6 "Accredited Investor" shall have the same meaning as that term is defined in Rule 501 of Regulation D, 17 C.F.R. § 230.501(a), promulgated under the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, a copy of which is attached to this ballot as **Exhibit A**.

ITEM 3: IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

The Plan contains a series of releases that are part of the overall restructuring set forth in the Plan and described in greater detail in the Disclosure Statement. In that respect, parties should be aware that, if the Plan is confirmed and the Effective Date occurs, certain parties will be getting releases and certain parties will be giving releases as set forth in Article VIII.D of the Plan and as further described in Article VI.E of the Disclosure Statement. For your convenience, excerpts of the release provisions from the Plan are set forth below, however, you should carefully read the enclosed Disclosure Statement and Plan with respect to the releases.

Article VIII.D of the Plan provides for a third-party release (the "Third-Party Release"):

AS OF THE EFFECTIVE DATE, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF A DEBTOR OR REORGANIZED DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT SUCH PERSON 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 REORGANIZED DEBTORS, THE RESTRUCTURING, THE RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE RSA, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OR LOANS OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE EXIT FACILITIES DOCUMENTS OR ANY OTHER RESTRUCTURING DOCUMENTS, ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; *PROVIDED* THAT THE FOREGOING SHALL NOT OPERATE TO WAIVE AND RELEASE ANY CLAIMS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, OR REMEDIES OF THE DEBTORS OR REORGANIZED DEBTORS (X) EXPRESSLY PRESERVED BY THE PLAN OR (Y) ARISING AFTER THE EFFECTIVE DATE UNDER OR RELATED TO ANY AGREEMENTS OR DOCUMENTS EXECUTED TO IMPLEMENT THE PLAN AND THE RESTRUCTURING OR ASSUMED PURSUANT TO THE PLAN.

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 HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) CONSENSUAL; (2) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (3) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (4) A GOOD-FAITH SETTLEMENT AND

COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (5) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (6) FAIR, EQUITABLE, AND REASONABLE; (7) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (8) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE

UNDER THE PLAN, "*RELEASING PARTIES*" MEANS COLLECTIVELY, AND IN EACH CASE SOLELY IN ITS CAPACITY AS SUCH: (A) THE DEBTORS; (B) THE CONSENTING RBL LENDERS; (C) THE RBL AGENT; (D) THE CONSENTING NOTEHOLDERS; (E) THE INDENTURE TRUSTEE; (F) THE ENERVEST PARTIES; (G) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN THAT (I) VOTES TO ACCEPT THE PLAN OR (II) VOTES TO REJECT THE PLAN OR DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS; (G) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST THAT IS UNIMPAIRED AND PRESUMED TO ACCEPT THE PRE-PACKAGED PLAN; (H) EACH HOLDER OF A CLAIM OR EXISTING EQUITY INTEREST THAT IS DEEMED TO REJECT THE PLAN THAT DOES NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS; AND (I) WITH RESPECT EACH OF THE DEBTORS, THE REORGANIZED DEBTORS AND THE FOREGOING ENTITIES DESCRIBED IN CLAUSES (A) THROUGH (H), SUCH ENTITIES' CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND SUCH AFFILIATES' PARTNERS, SUBSIDIARIES, PREDECESSORS, CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), MEMBERS, OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, MANAGED ACCOUNTS OR FUNDS, ADVISORS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, FUND ADVISORS, AND OTHER PROFESSIONALS, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

YOU WILL BE A "RELEASING PARTY" UNDER THE PLAN UNLESS (A) IF YOU ARE AN ACCREDITED INVESTOR YOU (I) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN AND (II) OPT OUT OF BEING AN RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASES, AND THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (B) IF YOU ARE A NON-ACCREDITED INVESTOR, YOU OPT OUT OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASES, AND THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES. SUBJECT TO ANY FINAL ORDER OF THE BANKRUPTCY COURT TO THE CONTRARY IF YOU EITHER (A) VOTE TO ACCEPT THE PLAN OR (B) VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN BUT DO NOT AFFIRMATIVELY ELECT TO "OPT OUT" OF BEING A RELEASING PARTY BY TIMELY OBJECTING TO THE PLAN'S THIRD-PARTY RELEASE PROVISIONS, THEN YOU WILL BE DEEMED TO CONSENT TO THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. SHOULD YOU FILE AN OBJECTION TO THE THIRD-PARTY RELEASES THAT IS OVERRULED BY THE BANKRUPTCY COURT, THE THIRD-PARTY RELEASES MAY BE BINDING ON YOU.

ITEM 4: CERTIFICATION OF OTHER CLASS 4 SENIOR NOTES CLAIMS HELD IN ADDITIONAL ACCOUNTS

By returning this ballot, the Beneficial Holder of the Class 4 Senior Notes Claims identified in Item 1 certifies that (a) this ballot is the only ballot submitted for the Class 4 Senior Notes Claims owned by such Beneficial Holder as indicated in Item 1, except for the Class 4 Senior Notes Claims identified in the following table, and (b) all ballots for Class 4 Senior Notes Claims submitted by the Beneficial Holder indicate the same vote to accept or reject the Plan that the Beneficial Holder has indicated in Item 2 of this ballot (please use additional sheets of paper if necessary). **To be clear, if any Beneficial Holder holds Class 4 Senior Notes Claims through one or more Nominees, such Beneficial Holder must identify all Class 4 Senior Notes Claims held through its own name and/or each Nominee in the following table and must indicate the same vote to accept or reject the Plan on all ballots submitted.**

ONLY COMPLETE ITEM 4 IF YOU HAVE SUBMITTED OTHER CLASS 4 BALLOTS

Account Number for Other Secured Senior Notes Claims Voted	Name of Nominee for Other Account for Which Ballot Has Been Submitted	CUSIP Number	Principal Amount of Other Class 4 Senior Notes Claims Voted

ITEM 5: CERTIFICATIONS

By signing and returning this ballot, the undersigned certifies to the Debtors and the Bankruptcy Court that:

1. the undersigned is (a) the Beneficial Holder of the Class 4 Senior Notes Claims being voted, or (b) the authorized signatory for an entity that is a Beneficial Holder of such Claims;

2. the undersigned is (a) an "accredited investor" as that term is defined by Rule 501 of Regulation D, 17 C.F.R. § 230.501(a), promulgated under the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa (as amended), or (b) the authorized signatory for a holder of Class 4 Senior Notes Claims that is an "accredited investor." A copy of Rule 501 is attached hereto as **Exhibit A**. You may want to consult with your attorney or financial advisor to determine whether you are an "accredited investor";

3. the undersigned has received a copy of the solicitation materials, including the Plan and the Disclosure Statement, and acknowledges that the undersigned's vote as set forth on this ballot is subject to the terms and conditions set forth therein;

4. the undersigned has cast the same vote with respect to all of its Class 4 Senior Notes Claims in connection with the Plan; and

5. no other ballot with respect to the same Class 4 Senior Notes Claims identified in Item 1 has been cast or, if any other ballot has been cast with respect to such Claims, then any such earlier ballots are hereby revoked.

ITEM 6: BALLOT COMPLETION AND DELIVERY INSTRUCTIONS **BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION**

Beneficial Holder Name:	
Social Security (Last 4 Digits) or Federal Tax Identification Number (Optional):	
Signature:	
Signatory Name (if other than the Beneficial Holder):	
Title:	
Address:	
Email Address:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN ACCORDANCE WITH INSTRUCTIONS CONTAINED HEREIN. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE WITH SUFFICIENT TIME FOR YOUR NOMINEE TO INCORPORATE YOUR VOTE INTO A MASTER BALLOT AND SUBMIT THAT MASTER BALLOT SO THAT THE MASTER BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE. PLEASE FOLLOW THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE FOR THE PURPOSE OF RETURNING THIS BENEFICIAL BALLOT (OR OTHERWISE CONVEYING YOUR VOTE) TO YOUR NOMINEE.

[*Remainder of page intentionally left blank*]

Important Information Regarding Releases under the Plan:

The Plan includes the following release provisions and definitions:[7]

"*Released Parties*" means collectively, in each case solely in their respective capacities as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Noteholders and all other Senior Noteholders; (c) the Indenture Trustee; (d) the Ad Hoc Committee of Noteholders; (e) the Consenting RBL Lenders; (f) the RBL Agent; (g) the Amended RBL Credit Facility Agent; (h) each of the EnerVest Parties; and (i) with respect to each of the foregoing entities described in clauses (a) through (h), such entity's current and former affiliates, partners, subsidiaries, officers, directors, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective successors and assigns, in each case in their capacity as such.

Article VIII.C: Release by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, their estates, and the Reorganized Debtors from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors or Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their respective estates or the Reorganized Debtors 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, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the RSA, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents, or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (1) expressly preserved by the Plan or (2) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the restructuring or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Holders of Claims and Interests

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors and the Released Parties from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor or

[7] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this ballot.

Reorganized Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person 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 Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the RSA, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (x) expressly preserved by the Plan or (y) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the Restructuring or assumed pursuant to the Plan.

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 herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release..

Article VIII.E: Exculpation

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

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; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

Article VIII.F: Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.C or Article VIII.D of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.E of the Plan, 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 Released Parties, or the Exculpated 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 Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (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. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan.

[*Remainder of page intentionally left blank*]

HOW TO VOTE

1. This ballot contains voting options with respect to the Plan.

2. To vote, you MUST: (a) fully complete the ballot or otherwise convey your vote to your Nominee in accordance with your Nominee's instructions; (b) clearly indicate your decision to accept or reject the Plan in Item 2 of this ballot; and (c) sign, date and return the ballot to the address set forth on the enclosed pre-addressed envelope or as otherwise directed by your Nominee as discussed below. Please note that Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) this Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

3. Any ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes on the proposals related to the Plan, or is improperly signed and returned will NOT be counted unless the Company otherwise determines, in consultation with the Requisite Consenting Noteholders.

4. To vote, you MUST deliver your ballot to the following (unless otherwise instructed by your Nominee):

   (a) If you received a ballot and a return envelope addressed to your Nominee, you must return your completed ballot directly to your Nominee in accordance with the instructions provided by your Nominee, and, in any event, in sufficient time to permit your Nominee to deliver your votes on a completed master ballot so that it is actually received by the Solicitation Agent on or before the Voting Deadline.

   (b) If you received a pre-validated ballot that was executed by your Nominee and a return envelope addressed to the Solicitation Agent, you must deliver your completed ballot directly to the Solicitation Agent by using the enclosed return envelope addressed to Prime Clerk LLC so as to be ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline, which is 5:00 p.m. prevailing Eastern Time on March 30, 2018.

5. Any ballot received by the Solicitation Agent (including via a Nominee on a master ballot) after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Company otherwise determines. No ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.

6. Delivery of a ballot or master ballot reflecting your vote to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the originally executed ballot or master ballot (as applicable).[8] In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple ballots to the Solicitation Agent or Nominee, as applicable, ONLY the last properly completed ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior received ballot(s).

8. You must vote all of your Class 4 Senior Notes Claims either to accept or reject the Plan, and may not split your vote.

9. This ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in the Company's Chapter 11 Cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure

[8] Notwithstanding the foregoing, Nominees only are permitted to return master ballots to the Solicitation Agent via electronic mail to evepballots@primeclerk.com.

Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. SIGN AND DATE your ballot.[9] 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 mailing label is attached to the ballot if it is different from that set forth on the ballot or if no address is presented on the ballot.

12. If you hold Claims in more than one Class under the Plan, or if your Claim is held in multiple accounts, you may receive more than one ballot coded for each different Class or for each such account for which your Claims are held. Each ballot votes only your Claims indicated on that ballot. Accordingly, complete and return each ballot you receive.

[*Remainder of page intentionally left blank*]

[9] If you are signing a ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or 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 Solicitation Agent, the Company, the Company's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Nominee or Beneficial Holder.

EXHIBIT A

Rule 501 of Regulation D

Rule 501 of Regulation D
17 C.F.R. § 230.501

Definitions and terms used in Regulation D.

As used in Regulation D (§ 230.500 et seq. of this chapter), the following terms shall have the meaning indicated:

(a) Accredited investor. Accredited investor shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds $1,000,000.

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors.

(b) Affiliate. An affiliate of, or person affiliated with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

(c) Aggregate offering price. Aggregate offering price shall mean the sum of all cash, services, property, notes, cancellation of debt, or other consideration to be received by an issuer for issuance of its securities. Where securities are being offered for both cash and non-cash consideration, the aggregate offering price shall be based on the price at which the securities are offered for cash. Any portion of the aggregate offering price attributable to cash received in a foreign currency shall be translated into United States currency at the currency exchange rate in effect at a reasonable time prior to or on the date of the sale of the securities. If securities are not offered for cash, the aggregate offering price shall be based on the value of the consideration as established by bona fide sales of that consideration made within a reasonable time, or, in the absence of sales, on the fair value as determined by an accepted standard. Such valuations of non-cash consideration must be reasonable at the time made.

(d) Business combination. Business combination shall mean any transaction of the type specified in paragraph (a) of Rule 145 under the Act (17 CFR 230.145) and any transaction involving the acquisition by one issuer, in exchange for all or a part of its own or its parent's stock, of stock of another issuer if, immediately after the acquisition, the acquiring issuer has control of the other issuer (whether or not it had control before the acquisition).

(e) Calculation of number of purchasers. For purposes of calculating the number of purchasers under §§ 230.505(b) and 230.506(b) only, the following shall apply:

(1) The following purchasers shall be excluded:

(i) Any relative, spouse or relative of the spouse of a purchaser who has the same primary residence as the purchaser;

(ii) Any trust or estate in which a purchaser and any of the persons related to him as specified in paragraph (e)(1)(i) or (e) (1)(iii) of this section collectively have more than 50 percent of the beneficial interest (excluding contingent interests);

(iii) Any corporation or other organization of which a purchaser and any of the persons related to him as specified in paragraph (e)(1)(i) or (e)(1)(ii) of this section collectively are beneficial owners of more than 50 percent of the equity securities (excluding directors' qualifying shares) or equity interests; and

(iv) Any accredited investor.

(2) A corporation, partnership or other entity shall be counted as one purchaser. If, however, that entity is organized for the specific purpose of acquiring the securities offered and is not an accredited investor under paragraph (a)(8) of this section, then each beneficial owner of equity securities or equity interests in the entity shall count as a separate purchaser for all provisions of Regulation D (§§ 230.501–230.508), except to the extent provided in paragraph (e)(1) of this section.

(3) A non-contributory employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 shall be counted as one purchaser where the trustee makes all investment decisions for the plan.

Note: The issuer must satisfy all the other provisions of Regulation D for all purchasers whether or not they are included in calculating the number of purchasers. Clients of an investment adviser or customers of a broker or dealer shall be considered the "purchasers" under Regulation D regardless of the amount of discretion given to the investment adviser or broker or dealer to act on behalf of the client or customer.

(f) Executive officer. Executive officer shall mean the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function, or any other person who performs similar policy making functions for the issuer. Executive officers of subsidiaries may be deemed executive officers of the issuer if they perform such policy making functions for the issuer.

(g) Final order. Final order shall mean a written directive or declaratory statement issued by a federal or state agency described in § 230.506(d)(1)(iii) under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

(h) Issuer. The definition of the term issuer in section 2(a)(4) of the Act shall apply, except that in the case of a proceeding under the Federal Bankruptcy Code (11 U.S.C. 101 et seq.), the trustee or debtor in possession shall be considered the issuer in an offering under a plan or reorganization, if the securities are to be issued under the plan.

(i) Purchaser representative. Purchaser representative shall mean any person who satisfies all of the following conditions or who the issuer reasonably believes satisfies all of the following conditions:

(1) Is not an affiliate, director, officer or other employee of the issuer, or beneficial owner of 10 percent or more of any class of the equity securities or 10 percent or more of the equity interest in the issuer, except where the purchaser is:

(i) A relative of the purchaser representative by blood, marriage or adoption and not more remote than a first cousin;

(ii) A trust or estate in which the purchaser representative and any persons related to him as specified in paragraph (h) (1)(i) or (h)(1)(iii) of this section collectively have more than 50 percent of the beneficial interest (excluding contingent interest) or of which the purchaser representative serves as trustee, executor, or in any similar capacity; or

(iii) A corporation or other organization of which the purchaser representative and any persons related to him as specified in paragraph (h)(1)(i) or (h)(1)(ii) of this section collectively are the beneficial owners of more than 50 percent of the equity securities (excluding directors' qualifying shares) or equity interests;

(2) Has such knowledge and experience in financial and business matters that he is capable of evaluating, alone, or together with other purchaser representatives of the purchaser, or together with the purchaser, the merits and risks of the prospective investment;

(3) Is acknowledged by the purchaser in writing, during the course of the transaction, to be his purchaser representative in connection with evaluating the merits and risks of the prospective investment; and

(4) Discloses to the purchaser in writing a reasonable time prior to the sale of securities to that purchaser any material relationship between himself or his affiliates and the issuer or its affiliates that then exists, that is mutually understood to be contemplated, or that has existed at any time during the previous two years, and any compensation received or to be received as a result of such relationship.

Note 1 to § 230.501: A person acting as a purchaser representative should consider the applicability of the registration and antifraud provisions relating to brokers and dealers under the Securities Exchange Act of 1934

(Exchange Act) (15 U.S.C. 78a et seq., as amended) and relating to investment advisers under the Investment Advisers Act of 1940.

Note 2 to § 230.501: The acknowledgment required by paragraph (h)(3) and the disclosure required by paragraph (h)(4) of this section must be made with specific reference to each prospective investment. Advance blanket acknowledgment, such as for all securities transactions or all private placements, is not sufficient.

Note 3 to § 230.501: Disclosure of any material relationships between the purchaser representative or his affiliates and the issuer or its affiliates does not relieve the purchaser representative of his obligation to act in the interest of the purchaser.

Exhibit 3-C

Form of Class 4 Master Ballot

CLASS 4 MASTER BALLOT FOR VOTING ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION FOR EV ENERGY PARTNERS L.P. AND ITS DEBTOR AFFILIATES[1]

IMPORTANT NOTE:	PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION (THE "PLAN")[2] OF EV ENERGY PARTNERS, L.P. AND ITS DEBTOR AFFILIATES (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "RESTRUCTURING TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.
DEADLINE:	THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY PRIME CLERK LLC (THE "SOLICITATION AGENT") PRIOR TO 5:00 P.M. PREVAILING EASTERN TIME ON MARCH 30, 2018 (THE "VOTING DEADLINE").
QUESTIONS:	If you have any questions regarding this ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by (i) emailing evepballots@primeclerk.com and reference "EVEP" in the subject line, (ii) calling (877) 755-4210 (domestic toll-free) or (347) 505-7138 (international toll) (ask for Solicitation Group), or (iii) writing to the following address: EVEP Ballot Processing, c/o Prime Clerk LLC, 830 3rd Avenue, 3rd floor, New York, NY 10022.
NOMINEE NOTICE:	You have received this master ballot because you are a broker, dealer, commercial bank, trust company, or other agent nominee (each, a "Nominee") of a beneficial owner of a Class 4 Senior Notes Claim (each, a "Beneficial Holder") as of March 12, 2018 (the "Voting Record Date") and, accordingly, you have the right to execute this master ballot and to vote to accept or reject the Plan on behalf of the Beneficial Holders whose Senior Notes you hold. As a Nominee, you may, at your option, elect to pre-validate a ballot sent to you by the Solicitation Agent. Based on your decision whether or not to pre-validate the ballot, the below guidance with respect to pre-validation is mutually exclusive. PRE-VALIDATED BALLOT. You may pre-validate a ballot by completing a ballot with the exception of Items 2, 3, 4, 5, and 6 and indicating on the ballot: (a) the name and authorized signature of the Nominee; (b) the aggregate principal amount of Class 4 Senior Notes Claims held by such Nominee for the Beneficial Holder; and (c) the account number(s) for the account(s) in which such Class 4 Senior Notes Claims are held by the Nominee. Once you pre-validate a ballot, you must IMMEDIATELY forward the solicitation materials to each applicable Beneficial Holder, including: (x) the pre-validated ballot; (y) a postage pre-paid return envelope addressed to the Solicitation Agent; and (z) clear instructions that the Beneficial Holder must return its completed and executed ballot to the Solicitation Agent by the Voting Deadline (as defined herein).

1 The anticipated Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: EV Energy Partners, L.P. (5690); EV Properties, L.P. (5543); EV Properties GP, LLC (3943); EnerVest Production Partners, Ltd. (8619); EVPP GP, LLC (8340); CGAS Properties, L.P. (7277); EVCG GP, LLC (7274); EnerVest Monroe Marketing, Ltd. (7606); EnerVest Monroe Gathering, Ltd. (7608); EV Energy GP, L.P. (5646); EV Management, LLC (5594); EV Energy Finance Corp. (3405); Belden & Blake, LLC (6642); and EnerVest Mesa, LLC (1725). The Debtors' service address is: 1001 Fannin Suite 800, Houston, TX, 77002.

2 All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Plan.

NOT PRE-VALIDATED BALLOT. If you choose not to pre-validate ballots, you must IMMEDIATELY forward the solicitation materials to each Beneficial Holder, including: (a) the ballot; (b) a return envelope addressed to you, its Nominee; and (c) clear instructions stating that the Beneficial Holder must return its ballot directly to you in sufficient time to allow you to execute this master ballot and return it to the Solicitation Agent by the Voting Deadline. Upon receipt of completed and executed ballots returned to you by the Beneficial Holder, you must compile and validate the Beneficial Holder's votes and other relevant information using the customer's name or account number. You must then execute this master ballot and transmit it to the Solicitation Agent by the Voting Deadline. Retain such ballots in your files for a period of one (1) year after the effective date of the Plan (as you may be ordered to produce the Beneficial Holder ballots to the Company or the Bankruptcy Court).

Notwithstanding the above, you are also authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) the ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means; provided that you still must forward the solicitation materials, including the ballot, to the Beneficial Holders.

NO fees or commissions or other remuneration will be payable to you in your capacity as Nominee for soliciting votes on the proposals related to the Plan. The Company will, however, upon written request, reimburse you for customary mailing and handling expenses you incur in forwarding the ballot and other enclosed materials to Beneficial Holders.

This master ballot may not be used for any purpose other than for tabulating votes with respect to the Plan and making certain certifications with respect to the Plan. If you believe you have received this master ballot in error, or if you believe that you have received the wrong master ballot, please contact the Solicitation Agent immediately.

RESTRUCTURING TRANSACTION BACKGROUND:

The Company is soliciting votes to accept or reject the Plan from the holders of RBL Facility Claims and Senior Notes Claims. The Company may file Chapter 11 Cases in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. The Company will file the Plan and the related disclosure statement (the "Disclosure Statement") with the Bankruptcy Court on or shortly after the date of the filing of the Chapter 11 Cases. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. The Bankruptcy Court may approve the Plan, which contemplates effecting the Restructuring Transactions, and the Plan then would be binding on you, if holders of at least two-thirds in amount and more than one-half in number of Allowed Claims in each Class of Claims that vote on the Plan vote to accept the Plan, and if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code.

TREATMENT OF CLASS 4 SENIOR NOTES CLAIMS:

Subject to the terms and conditions of the Plan, each Beneficial Holder will receive its Pro Rata share of the following treatment if the Plan is consummated:

95 percent of the New Common Stock (subject to dilution by the MIP Shares and shares of New Common Stock issued pursuant to the New Warrants).

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

VOTING — COMPLETE THIS SECTION

ITEM 1: **CERTIFICATION OF AUTHORITY TO VOTE**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned (*please check one and only one*):

- ☐ is a Nominee for Beneficial Holder(s) on account of the Class 4 Senior Notes Claims listed in Item 2 below;
- ☐ is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by the Beneficial Holder or a Nominee that is the registered holder of the Class 4 Senior Notes Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is annexed hereto) from: (a) a Nominee or (b) the Beneficial Holder that is the registered holder of Class 4 Senior Notes Claims listed in Item 2 below.

Accordingly, the undersigned certifies that it has full power and authority to vote to accept or reject the Plan on behalf of such Beneficial Holder(s) on account of such Class 4 Senior Notes Claims.

Customer Account Number or Name of Each Beneficial Holder	**Item 2: Aggregate Principal Amount of Class 4 Senior Notes Claims Voted on the Plan**	**Item 3: Votes to Accept or Reject the Plan** Indicate below the votes cast with respect to Item 2 on the ballots for Beneficial Holders of Class 4 Senior Notes Claims in accordance with the instructions on completing the table above.	
		Accept the Plan	**Reject the Plan**
1.	$	☐	☐
2.	$	☐	☐
3.	$	☐	☐
4.	$	☐	☐
5.	$	☐	☐
6.	$	☐	☐
7.	$	☐	☐
8.	$	☐	☐
9.	$	☐	☐
10.	$	☐	☐
TOTALS:			

ITEM 4: CERTIFICATION AS TO TRANSCRIPTION OF INFORMATION FROM ITEM 4 OF THE BALLOTS AS TO CLASS 4 SENIOR NOTES CLAIMS VOTED THROUGH OTHER BALLOTS.

The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 4 of each of the Beneficial Holder's original ballot, identifying any Class 4 Senior Notes Claims for which such Beneficial Holders have submitted other ballots other than to the undersigned:

TRANSCRIBE FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS:			
Your Customer Name or Account Number for Each Beneficial Holder Who Completed Item 5 of the Ballots	**Name of Nominee for Other Account for Which Ballot Has Been Submitted**	**CUSIP Number**	**Principal Amount of Other Class 4 Senior Notes Claims Voted**
1.			**$**
2.			**$**
3.			**$**
4.			**$**
5.			**$**
6.			**$**
7.			**$**
8.			**$**
9.			**$**
10.			**$**

ITEM 5: OTHER CERTIFICATIONS

By signing this master ballot, the undersigned certifies that:

1. it has received a copy of the solicitation materials, including the Plan, the Disclosure Statement, and Beneficial Holder ballots, and has delivered the same to the Beneficial Holders listed on the ballot or to any intermediary nominee,[3] as applicable;

2. it has received a completed and signed ballot (or other form of transmission in accordance with the Nominee's customary procedures) from each Beneficial Holder listed in Item 2 of this master ballot;

3. it is Nominee for the Beneficial Holders of the Class 4 Senior Notes Claims being voted;

4. it has been authorized by each Beneficial Holder to vote on the Plan;

5. each Beneficial Holder has certified to the undersigned or to an intermediary nominee, as applicable, that it is eligible to vote on the Plan;

6. no other master ballots with respect to the same Class 4 Senior Notes Claims identified

[3] For purposes of these certifications, references to Beneficial Holder shall include any such Beneficial Holder's intermediary nominee.

in Item 2 have been cast or, if any other master ballots have been cast with respect to such Claims, then any such earlier master ballots are hereby revoked;

7. it will maintain ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan, as applicable, and disclose all such information to the Bankruptcy Court or the Company, as the case may be, if so ordered; and

8. it has properly disclosed: (a) the number of Beneficial Holders who completed ballots; (b) the respective amounts of Class 4 Senior Notes Claim owned by each Beneficial Holder who completed a ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Class 4 Senior Notes Claims voted; and (e) the name, customer account, or other identification number for each such Beneficial Holder.

ITEM 6: BALLOT COMPLETION AND DELIVERY ADDRESS

MASTER BALLOT COMPLETION INFORMATION–COMPLETE THIS SECTION

Nominee Name: _____

DTC Participant Number: _____

Name of Agent for Nominee:
(If applicable) _____

Social Security (Last 4 Digits) or Federal Tax Identification Number (Optional): _____

Signature: _____

Signatory Name (if other than Nominee): _____

Title: _____

Address: _____

_____

Date Completed: _____

[*Remainder of page intentionally left blank*]

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT IN ACCORDANCE WITH INSTRUCTIONS CONTAINED HEREIN. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE: (A) IN THE ENCLOSED PRE-PAID, PRE-ADDRESSED ENVELOPE RETURN ENVELOPE; (B) VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS SET FORTH BELOW, OR (III) VIA EMAIL (ATTACHING A SCANNED PDF OF THE FULLY EXECUTED BALLOT) TO EVEPBALLOTS@PRIMECLERK.COM AND REFERENCE "EVEP" IN THE SUBJECT LINE. PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

EVEP BALLOT PROCESSING
C/O PRIME CLERK LLC
830 THIRD AVENUE, 3RD FLOOR,
NEW YORK, NY 10022

TELEPHONE: (877) 755-4210 (Domestic Toll-Free) or
(347) 505-7138 (International Toll) (ask for Solicitation Group)

EMAIL: EVEPBALLOTS@PRIMECLERK.COM
and reference "EVEP" in the subject line

[*Remainder of page intentionally left blank*]

Important Information Regarding Releases under the Plan:

The Plan includes the following release provisions and definitions:[4]

"*Released Parties*" means collectively, in each case solely in their respective capacities as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Noteholders and all other Senior Noteholders; (c) the Indenture Trustee; (d) the Ad Hoc Committee of Noteholders; (e) the Consenting RBL Lenders; (f) the RBL Agent; (g) the Amended RBL Credit Facility Agent; (h) each of the EnerVest Parties; and (i) with respect to each of the foregoing entities described in clauses (a) through (h), such entity's current and former affiliates, partners, subsidiaries, officers, directors, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective successors and assigns, in each case in their capacity as such.

Article VIII.C: Release by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, their estates, and the Reorganized Debtors from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors or Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, their respective estates or the Reorganized Debtors 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, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the RSA, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents, or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (1) expressly preserved by the Plan or (2) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the restructuring or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D: Releases by Holders of Claims and Interests

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors and the Released Parties from any and all claims, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor or Reorganized Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in

[4] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this ballot.

law, equity or otherwise, that such Person 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 Reorganized Debtors, the restructuring, the Restructuring Transactions, the Chapter 11 Cases, the RSA, the purchase, sale, or rescission of the purchase or sale of any security or loans of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Exit Facilities Documents or any other Restructuring Documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud, willful misconduct or gross negligence; *provided* that the foregoing shall not operate to waive and release any claims, obligations, debts, rights, suits, damages, causes of action, or remedies of the Debtors or Reorganized Debtors (x) expressly preserved by the Plan or (y) arising after the Effective Date under or related to any agreements or documents executed to implement the Plan and the Restructuring or assumed pursuant to the Plan.

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 herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E: Exculpation

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

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; *provided* that the foregoing "Exculpation" shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, or willful misconduct. The Exculpated Parties have participated in any and all activities potentially underlying any Exculpated Claim in good faith and in compliance with the applicable laws.

Article VIII.F: Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.C or Article VIII.D of the Plan, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.E of the Plan, 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 Released Parties, or the Exculpated 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 Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (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.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement) executed to implement the Plan.

[*Remainder of page intentionally left blank*]

HOW TO VOTE

1. As a Nominee, you MUST: (a) immediately deliver the solicitation materials, including a ballot as pre-validated or not pre-validated (as more fully described in the Nominee Notice), to each Beneficial Holder for whom you hold Class 4 Senior Notes Claims; (b) following receipt of the ballot, clearly indicate the Beneficial Holder's votes with respect to the Plan in this master ballot; and (c) sign, date, and return the master ballot to the address set forth on the enclosed pre-paid, pre-addressed envelope as discussed below.

   Notwithstanding the above, you are also authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) the ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

2. For purposes of tabulating this master ballot, any ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes on the Plan will NOT be counted. Each Beneficial Holder must vote all of its Class 4 Senior Notes Claims to accept or reject the Plan and may not split its vote.

3. You MUST deliver this master ballot to the Solicitation Agent, so as to be ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline, which is 5:00 p.m. prevailing Eastern Time on March 30, 2018, in the enclosed pre-paid, pre-addressed envelope or at the following address:

   Via First Class or Regular Mail, Overnight Courier or Hand Delivery:

   EVEP Ballot Processing Center
   c/o Prime Clerk, LLC
   830 3rd Avenue, 3rd Floor,
   New York, NY 10022.

   Via Electronic Mail to: evepballots@primeclerk.com

4. Any master ballot not received by the Solicitation Agent as described above, or that the Solicitation Agent receives after the Voting Deadline will NOT be counted unless the Company otherwise determines in its sole and absolute discretion. No master ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.

5. The method of delivery of master ballots to the Solicitation Agent is at the election and risk of each Nominee. Delivery of a master ballot to the Solicitation Agent will be deemed to have occurred only when the Solicitation Agent actually receives the executed master ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that you use electronic mail, an overnight or hand delivery service. In all cases, you should allow sufficient time to assure timely delivery.

6. If you deliver multiple master ballots to the Solicitation Agent with respect to the same Beneficial Holder's Class 4 Senior Notes Claims, ONLY the last properly completed master ballot timely received will be deemed to reflect the Beneficial Holder's intent and will supersede and revoke any prior received master ballot with respect to such Claims. The master ballot controls in the event a Beneficial Holder mistakenly delivers a ballot that has not been pre-validated to the Solicitation Agent.

7. This master ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest, in the Company's Chapter 11 Cases.

8. SIGN AND DATE your master ballot.[5] 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.

[5] If you are signing a master ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or 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 Solicitation Agent, the Company, the Company's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Nominee or Beneficial Holder.

9. If you are both a Nominee and Beneficial Holder of any of the Class 4 Senior Notes Claims and you wish to vote such Class 4 Senior Notes Claims, you may complete and execute either a ballot or this master ballot and return the same to the Solicitation Agent in accordance with these instructions.

10. The following rules apply to master ballots: (a) votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such holders of Senior Notes Claims as of the Voting Record Date, as evidenced by the record and depository listings, and votes submitted by a Nominee will not be counted in excess of the record amount of the Senior Notes Claims held by such Nominee; (b) to the extent that conflicting votes or "overvotes" are submitted by a Nominee, the Solicitation Agent will attempt to reconcile discrepancies with the Nominees; and (c) to the extent that overvotes on a master ballot are not reconcilable prior to the preparation of the voting report, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the master ballot that contained the overvote, but only to the extent of the Nominee's position in the Class 4 Senior Notes.

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