

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

In re

Venoco, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 17-10828 (KG)

(Jointly Administered)

**NOTICE OF (I) EFFECTIVE DATE OF COMBINED DISCLOSURE
STATEMENT AND JOINT CHAPTER 11 PLAN OF LIQUIDATION
PROPOSED BY THE DEBTORS AND (II) BAR DATES FOR CERTAIN CLAIMS**

PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS BAR DATES AND OTHER INFORMATION THAT MAY AFFECT YOUR RIGHTS TO RECEIVE DISTRIBUTIONS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN:

Entry of Confirmation Order. On May 23, 2018, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the *Order (I) Approving Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation Proposed by the Debtors as Containing Adequate Information on a Final Basis and (II) Confirming Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation Proposed by the Debtors* [D.I. 922] (the “Confirmation Order”) in the above captioned chapter 11 cases of Venoco, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”). Pursuant to the Confirmation Order, the Bankruptcy Court confirmed the *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation Proposed by the Debtors* [D.I. 922-1] (including all exhibits thereto and as further amended, modified, or supplemented from time to time, the “Combined Disclosure Statement and Plan”)².

Effective Date. Each of the conditions precedent to the effectiveness of the Combined Disclosure Statement and Plan occurred or was waived in accordance with its provisions. Accordingly, the Combined Disclosure Statement and Plan became effective and was substantially consummated on **October 1, 2018** (the “Effective Date”).

Binding Effect. The Combined Disclosure Statement and Plan and its provisions are binding on the Debtors, all present and former holders of Claims or Interests (whether or not

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Venoco, LLC (3555); TexCal Energy (LP) LLC (0806); Whittier Pipeline Corporation (1560); TexCal Energy (GP) LLC (0808); Ellwood Pipeline, Inc. (5631); and TexCal Energy South Texas, L.P. (0812). The Debtors’ main corporate and mailing address for purposes of these chapter 11 cases is: Venoco, LLC, 3700 Quebec Street, Suite 100-223, Denver, CO 80207.

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

such holders shall receive or retain any property or interest in property under the Combined Disclosure Statement and Plan), and their respective heirs, executors, administrators, successors, and assigns, whether or not the Claim or Interest of such holder is Impaired under the Combined Disclosure Statement and Plan, and whether or not such holder voted to accept the Combined Disclosure Statement and Plan.

Bar Date for Administrative Expense Claims. The bar date or last date for the filing by any Person of any motion or application for allowance of an Administrative Expense Claim³ (exclusive of unpaid Professional Fee Claims and KEIP/KERP Payments) that has accrued between the Petition Date and the Effective Date of the Combined Disclosure Statement and Plan and that remains unpaid shall be **4:00 p.m. (prevailing eastern time) on October 31, 2018** (the “Administrative Expense Claim Bar Date”). Such Administrative Expense Claims must be (i) filed with the Bankruptcy Court; and (ii) served on (a) the Debtors, (b) the Liquidating Trust, and (c) Prime Clerk, LLC (“Prime Clerk”) by either electronic upload on Prime Clerk’s website at <https://cases.primeclerk.com/venoco/EPOC-Index> or regular mail, overnight courier, or hand delivery at the following address: Venoco Claims Processing Center, c/o Prime Clerk, LLC, 830 Third Avenue, 3rd Floor, New York, NY 10022 (the “Claims Docketing Center”), so as to be **actually received** by the Administrative Expense Claims Bar Date. **THE FAILURE TO TIMELY FILE SUCH AN ADMINISTRATIVE EXPENSE CLAIM ACCRUING BETWEEN THE PETITION DATE AND THE EFFECTIVE DATE AS REQUIRED SHALL BAR THE ADMINISTRATIVE EXPENSE CLAIM FROM BEING PAID.** Nothing in the Combined Disclosure Statement and Plan, Confirmation Order, or this notice extends or modifies any previously applicable Bar Date or Bar Date Order.

Bar Date for Professional Fee Claims. All requests for payment of Professional Fee Claims⁴ must be filed with the Bankruptcy Court by **November 30, 2018**; provided that if any Professional is unable to file its own request with the Bankruptcy Court, such Professional may deliver an original, executed copy and an electronic copy to the Debtors’ attorneys and the Liquidating Trustee at least three Business Days before the deadline, and the Debtors’ attorneys shall file such request with the Bankruptcy Court. The objection deadline relating to a request for payment of Professional Fee Claims shall be 4:00 p.m. (prevailing Eastern Time) on the date that is 20 calendar days after the filing of such request. For the avoidance of doubt, KEIP/KERP Claimants do not need to file fee applications or any other request for payment on behalf of the KEIP/KERP Payments and shall not be subject to any Bar Date or Bar Date Order.

³ As defined in the Combined Disclosure Statement and Plan, an “Administrative Expense Claim” means any Claim for payment of an administrative expense of the Chapter 11 Cases of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code, including, without limitation (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors, including any Severance Obligations of the Debtors, (b) Professional Fee Claims, (c) KEIP/KERP Payments, (d) Surety Bond Post Petition Premium Payments, and (e) all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 128 of title 28 of the United States Code. For the avoidance of doubt, Claims for Decommissioning Liabilities shall not be treated as Administrative Expense Claims.

⁴ As defined in the Combined Disclosure Statement and Plan, a “Professional Fee Claim” means an Administrative Expense Claim of a Professional against any Debtor for compensation for services rendered or reimbursement of allowable fees and costs incurred in a manner consistent with such Professional’s engagement, during the period from the Petition Date through and including the Effective Date.

Bar Date for Rejection Claims. Pursuant to Article XIV of the Combined Disclosure Statement and Plan, all Executory Contracts and Unexpired Leases to which any Debtor is a party shall be deemed automatically rejected by the applicable Debtor as of the Effective Date, unless such contract or lease (i) previously has been rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court, (ii) expired or terminated pursuant to its own terms, (iii) is the subject of a motion to assume or reject pending before the Bankruptcy Court as of the Confirmation Date or (iv) relates to the D&O Policies and the Insurance Contracts. Any Creditor asserting a Claim for monetary damages as a result of the rejection of an Executory Contract or Unexpired Lease deemed rejected pursuant to the Combined Disclosure Statement and Plan shall be (i) filed with the Bankruptcy Court; and (ii) served on (a) the Debtors, (b) the Liquidating Trust, and (c) Prime Clerk by either electronic upload on the Prime Clerk's website at <https://cases.primeclerk.com/venoco/EPOC-Index> or regular mail, overnight courier, or hand delivery at the Claims Docketing Center, so as to be **actually received by October 31, 2018** (the "Rejection Bar Date"). **ANY REJECTION CLAIM NOT FILED AND SERVED AS SET FORTH ABOVE BY THE REJECTION BAR DATE SHALL BE FOREVER DISALLOWED AND BARRED.** Nothing in the Combined Disclosure Statement and Plan, Confirmation Order, or this notice extends or modifies any previously applicable Bar Date or Bar Date Order.

Injunctions, Releases, Exculpations. Pursuant to the Combined Disclosure Statement and Plan, all injunctions or stays under sections 105 or 362 of the Bankruptcy Code, or otherwise, will be lifted and of no further force or effect—being replaced, to the extent applicable, by the injunctions, releases, and exculpations of Article XV of the Combined Disclosure Statement and Plan and the Confirmation Order.

Retention of Jurisdiction. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding occurrence of the Effective Date, the Bankruptcy Court will retain jurisdiction, to the fullest extent permissible under Law, over all matters arising out of and related to the Chapter 11 Cases, including, among other things, such jurisdiction as set forth in Article XVIII of the Combined Disclosure Statement and Plan.

Copies of the Confirmation Order and the Combined Disclosure Statement and Plan. Copies of the Confirmation Order and the Combined Disclosure Statement and Plan, the proof of claim form, the docket of the Chapter 11 Cases, and other relevant case information are publicly available, free of charge, by accessing the Debtor's case information website at <https://cases.primeclerk.com/venoco/> or contacting Prime Clerk by email at VenocoBallots@PrimeClerk.com or by telephone at (844) 648-5575 (toll-free), or (347) 505-5258 (if calling from outside the U.S. or Canada). You may also obtain copies of any relevant pleadings filed in this chapter 11 case for a fee via PACER at <http://www.pacer.gov>.

Dated: October 1, 2018
Wilmington, Delaware

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