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

In re:	§	
	§	**Case No. 17-31646**
MONTCO OFFSHORE, INC., *et al.*,[1]	§	
	§	**Chapter 11**
Debtors.	§	
	§	**(Jointly Administered)**

NOTICE AND SCHEDULING OF CONFIRMATION HEARING

On October 6, 2017, the Honorable Marvin Isgur, United States Bankruptcy Judge for the Southern District of Texas, Houston Division at the United States Courthouse, Room 404, 515 Rusk, Houston, Texas 77002 (the "Court") entered the *Order (A) Conditionally Approving the Disclosure Statement, (B) Scheduling a Hearing for Approval of the Disclosure Statement and Confirmation of the Plan, (C) Establishing Disclosure Statement and Plan Objection Deadline and Related Procedures, (D) Approving the Solicitation Procedures and (E) Approving the Confirmation Hearing Notice* [Docket No. 470] (the "Order").

You are being provided this Notice and Scheduling of Confirmation Hearing (the "Notice") with respect to the *Plan of Reorganization of Debtor Montco Offshore, Inc. and Plan of Liquidation of Debtor Montco Oilfield Contractors, LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 465-1] (as amended, the "Plan").[2]

Plan Summary

The following is an overview of the treatment to be afforded to each class of Claims or Interests as provided under the Plan. It is provided for convenience only and is specifically qualified by the Plan itself.

[1] The Debtors in these chapter 11 cases, together with the last four (4) digits of each Debtor's federal tax identification number, are Montco Offshore, Inc. (1448) and Montco Oilfield Contractors, LLC (9886). The mailing address for the Debtor, solely for the purposes of notices and communications, is 17751 Hwy 3235, Galliano, Louisiana 70354.

[2] Capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings given to them in the Plan or the Disclosure Statement.

Class	Claim	Status	Voting Rights	Treatment
1.	DIP Facility Claims	Not impaired	Deemed to Accept	The DIP Lenders shall be paid in full in cash on the Effective Date in full and final satisfaction, settlement and discharge of, and in exchange for, the DIP Facility Claims.
2.	First Lien Secured Claims	Impaired	Entitled to Vote	On the Effective Date, except to the extent that a holder of an Allowed First Lien Secured Claim agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each Allowed First Lien Secured Claim, each holder of an Allowed First Lien Secured Claim shall receive payment of its Allowed First Lien Secured Claim from the Exit Facility.
3.	Other Secured Claims	Impaired	Entitled to Vote	Except to the extent that a holder of an Allowed Other Secured Claim agrees to a different treatment, each holder of an Allowed Other Secured Claim shall (i) be paid in respect of such Claim the full amount thereof, in Cash, to the extent MOI Cash is available, by the later of five (5) Business Days (or as soon as practicable) after (a) the Effective Date, or (b) the date on which such Claim becomes an Allowed Claim, and (ii) receive the PIK Note, on account of the balance of the full amount of such Allowed Claim, to the extent not paid in Cash under clause (i) hereof, which will be paid down from any Available Cash of the Reorganized Debtor, which shall include 100% of proceeds of Contributed MOI AR, and pursuant to the terms of the PIK Note, provided, however, that any portion of such Claim that is not an Allowed Other Secured Claim shall be treated as follows: (x) if claimant has an Allowed Claim solely against MOI, and not against MOC, the unsecured portion of the claim shall be treated as a Class 4A Claim, and (y) if claimant asserts a claim jointly against MOI and MOC, the unsecured portion of the claim shall be treated as a Class 4B Claim. .
4A.	MOI Sole Liability General Unsecured Claims	Impaired	Entitled to Vote	Unless otherwise agreed between the holder of an Allowed MOI Sole Liability General Unsecured Claim and the Debtors, in full and final satisfaction and discharge of and in exchange for each Allowed MOI Sole Liability General Unsecured Claim, each holder of an Allowed MOI Sole Liability General Unsecured Claim shall receive, on the Effective Date, (i) a Cash distribution of up to 100% of the Allowed amount of such Claim, to the extent MOI Cash is available after payment in full of Allowed Other Secured Claims, and after funding any necessary reserves related to disputed claims and/or costs of administering the Plan, and (ii) the PIK Note, on account of the balance of the full amount of such Allowed Claim, which will be paid down from any Available Cash of Reorganized Debtor, which shall include 100% of proceeds of Contributed MOI AR, after satisfaction of all Allowed Other Secured Claims, on an annual basis during the term of the PIK Note, to the extent not paid in Cash under clause (i) hereof.

Class	Claim	Status	Voting Rights	Treatment
4B.	Other General Unsecured Claims	Impaired	Entitled to Vote	Unless otherwise agreed between the holder of an Allowed Other General Unsecured Claim and the Debtors, in full and final satisfaction and discharge of and in exchange for each Allowed Other General Unsecured Claim, each holder of an Allowed Other General Unsecured Claim shall receive a pro rata distribution of the Liquidating Trust Interests.
5A.	Equity Interests in MOI	Not Impaired	Deemed to Accept	All existing Equity Interests in MOI shall remain outstanding, and, on and after the Effective Date, shall evidence equity interests in the Reorganized Debtor.
5B.	Equity Interests in MOC	No Distribution	Deemed to Reject	All Equity Interests in MOC shall be deemed canceled upon the Effective Date.

Executory Contracts and Unexpired Leases

The Plan shall constitute a motion to reject all Executory Contracts and Unexpired Leases other than those Executory Contracts and Unexpired Leases designated for assumption and assignment to either Falcon USA Sub, Falcon JV or the Reorganized Debtor, as applicable, in the Executory Contract and Unexpired Lease Assumption and Assignment Schedule, which schedule shall be filed with the Bankruptcy Court no fewer than five (5) Business Days before the Confirmation Hearing. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all such rejections and assumptions and assignments pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Relevant Deadlines

The Court has set **November 13, 2017 at 9:30 a.m. (CT)** as the date and time for hearing on final approval of the Disclosure Statement and confirmation of the Plan and to consider any objections to the Disclosure Statement or the Plan. The confirmation hearing will be held at the **United States Bankruptcy Court, Southern District of Texas, Houston Division, Courtroom 404, 515 Rusk Street, Houston, Texas, 77002.** The hearing may be adjourned from time to time without further notice other than a notice filed on the Court's docket or an announcement of the adjourned date(s) at the hearing, and, thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and, thereafter, as otherwise provided in the Bankruptcy Code.

Objections to the Disclosure Statement or confirmation of the Plan or proposed modifications to the Plan, if any, must (a) be in writing, (b) conform to the Bankruptcy Rules, (c) state the name and address of the objecting party and the amount and nature of such party's Claim or Equity Interest, (d) state with particularity the basis and nature of any objection to the Disclosure Statement or the Plan, and (e) be filed on this Court's docket on or before **November 7, 2017 at 4:00 p.m. (CT)**. **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.**

To the extent you hold an Impaired Claim and therefore are entitled to vote on the Plan, the Court has fixed **October 31, 2017 at 4:00 p.m. (CT)** as the deadline for the receipt of Ballots evidencing the

votes accepting or rejecting the Plan. Holders of Claims entitled to vote will receive solicitation materials separately.

Plan Injunction, Releases, and Exculpation

The Disclosure Statement and the Plan contain various release, injunction, and exculpation provisions. You should review the Disclosure Statement and the Plan carefully. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

Obtaining Disclosure Statement and Plan

You may obtain copies of pleadings filed in these chapter 11 cases without charge at the Debtors' case information website, located at www.bmcgroup.com/montco.

Dated: October 10, 2017
Houston, Texas

DLA PIPER LLP (US)

By: */s/ Andrew Zollinger*

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