

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE: KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> ¹ DEBTORS	CASE NO. 17-51014 (JOINTLY ADMINISTERED) CHAPTER 11 JUDGE ROBERT SUMMERHAYS
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NOTICE OF FINAL HEARING ON MOTION FOR AN ORDER AUTHORIZING THE DEBTORS TO (A) USE CASH COLLATERAL, (B) OBTAIN POST-PETITION FINANCING, (C) GRANTING SECURITY INTERESTS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS TO THE DIP AGENT AND THE DIP LENDERS, (D) GRANTING ADEQUATE PROTECTION TO EXISTING LIENHOLDERS, (E) SCHEDULING A FINAL HEARING, AND (F) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that Knight Energy Holdings, LLC, Knight Oil Tools, LLC, Knight Manufacturing, LLC, KDCC, LLC f/k/a Knight Well Services, LLC, Tri-Drill, LLC, Advanced Safety & Training Management, LLC, Knight Security, LLC, Knight Information Systems, LLC, El Caballero Ranch, Inc., Rayne Properties, LLC, Knight Aviation, LLC; Knight Research & Development, LLC; Knight Family Enterprises, LLC, HMC Leasing, LLC; and HMC Investments, LLC (collectively, the “**Debtors**”), have filed the *Motion for an Order Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Post-Petition Financing, (C) Granting Security Interests and Superpriority Administrative Expense Status to the DIP Agent and the DIP Lenders, (D) Granting Adequate Protection to Existing Lienholders, (E) Scheduling a Final Hearing, and (F) Granting Related Relief* [Dkt. #18] (the “**Motion**”)², seeking, *inter alia*, pursuant to Sections 105, 361, 362(d), 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 503(b), and 507 of Title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 4001,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Knight Energy Holdings, LLC (1930) (Case No. 17-51014); Knight Oil Tools, LLC (2667) (Case No. 17-50105); Knight Manufacturing, LLC (0600) (Case No. 17-50106); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51018); Tri-Drill, LLC (4957) (Case No. 17-51018); Advanced Safety & Training Management, LLC, (0510) (Case No. 17-51019); Knight Security, LLC (0923) (Case No. 17-51020); Knight Information Systems, LLC (0000) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (0000) (Case No. 17-51023); Knight Aviation, LLC (3329) (Case No. 17-51024); Knight Research & Development, LLC (3760) (Case No. 17-51025); Knight Family Enterprises, LLC (7190) (Case No. 17-51026); HMC Leasing, LLC (0814) (Case No. 17-51027) and HMC Investments, LLC (0000) (Case No. 17-51028). The Debtors' service address is 2272 SE Evangeline Thruway, Lafayette, Louisiana 70508 other than Knight Manufacturing, LLC and Advanced Safety & Training Management, LLC. Knight Manufacturing, LLC's service address is 2810-A Melancon Road, Broussard, Louisiana 70518 and Advanced Safety & Training Management, LLC's service address is 1042 Forum Drive, Broussard, Louisiana 70518

² Capitalized terms not defined herein are as defined in the Motion.

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and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the following:

- a) authority for the Debtors to obtain post-petition loans and other extensions of credit from Cantor Fitzgerald Securities, as administrative agent and collateral agent (in such capacities, the “***DIP Agent***”) and the lenders (the “***DIP Lenders***”) under the attached form of Senior Secured Debtor-in-Possession Credit Agreement by and among, *inter alia*, the Debtors, the DIP Lenders from time to time party thereto, and the DIP Agent (as subsequently amended, restated, or otherwise modified from time to time, the “***DIP Financing Agreement***”) in an amount not to exceed \$14,500,000.00, and including, without limitation, principal, interest, fees, expenses, and other costs of the DIP Agent and the DIP Lenders in these bankruptcy cases, in accordance with the terms and conditions set forth herein and in the DIP Financing Agreement, the other Credit Documents (as defined in the DIP Financing Agreement), and all other related agreements and documents (collectively, the “***DIP Financing***”);
- b) authority for the Debtors to execute, deliver, and perform under the DIP Financing and all other Credit Documents, and all other related agreements and documents creating, evidencing, or securing indebtedness or obligations of any of the Debtors to the DIP Agent and the DIP Lenders on account of the DIP Financing or granting or perfecting liens or security interests by any of the Debtors in favor of and for the benefit of the DIP Agent and the DIP Lenders on account of the DIP Financing Agreement, as the same now exists or may hereafter be amended, modified, supplemented, ratified, assumed, extended, renewed, restated, or replaced, and any and all agreements and documents currently executed or to be executed in connection therewith or related thereto, by and among any of the Debtors, the DIP Agent and the DIP Lenders, the terms of which are referenced and incorporated herein as if set forth *in haec verba* (collectively, the “**DIP Financing Documents**”);
- c) approval of the terms and conditions of the DIP Financing and the DIP Financing Documents;
- d) authority for the Debtors to use Cash Collateral (as defined below) of Cantor Fitzgerald Securities, as administrative agent and collateral agent (in such capacities, the “***Prepetition Agent***” and together with the DIP Agent, the “***Agents***”) and the Prepetition Lenders (as defined below) under that certain credit agreement dated as of June 26, 2013, by and among, *inter alia*, the Debtors, the lenders from time to time party thereto (the “***Prepetition Lenders***”, and together with the DIP Lenders, the “***Lenders***”), and the Prepetition Agent (as subsequently amended, restated, or otherwise modified from time to time, the “***Prepetition Senior Credit Agreement***”) in accordance with the terms and conditions set forth herein, which Prepetition Cash Collateral currently secures the Prepetition Senior Credit Agreement Claims;
- e) modification of the automatic stay of Bankruptcy Code § 362 to the extent provided in the Motion;

f) granting of superpriority administrative claims and automatically perfected priming liens, first priority liens, junior liens, and security interests to the DIP Agent and the DIP Lenders to secure the obligations and indebtedness to the DIP Agent and the DIP Lenders under the DIP Financing Documents; and

g) granting automatically perfected replacement liens and security interests and other adequate protection to the Prepetition Lenders and the Prepetition Agent with respect to their interests in the Prepetition Senior Credit Agreement Collateral.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court entered an *Interim Order Authorizing Use of Cash Collateral, Obtaining Post-Petition Financing Secured by Senior Liens, and Granting Adequate Protection to Existing Lienholders* [Dkt. #27] (“Interim Order”), granting the relief sought herein on an interim basis and setting the Motion for final hearing.

PLEASE TAKE FURTHER NOTICE that copies of the Motion, Interim Order and all exhibits referred to are on file and available for review at the following link www.donlinrecano.com/knight and at the Office of the Clerk of Court of the United States Bankruptcy Court at the address set forth below. Copies of the Motion, Interim Order and all exhibits may also be obtained via the Court’s website at www.lawb.uscourts.gov or upon written request to undersigned counsel.

PLEASE TAKE FURTHER NOTICE that a *final hearing* on the Motion will be held and begin on **August 25, 2017 at 1:30 p.m.** before the Honorable Robert Summerhays, Western District of Louisiana – Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501.

PLEASE TAKE FURTHER NOTICE that any interested party having an objection or response to the Motion must file a written objection or response with the Clerk of Court, United States Bankruptcy Court, Western District of Louisiana – Lafayette Division by **August 21, 2017 at 5:00 p.m. CST** and must serve a copy of the written objection or response on the Debtors through undersigned counsel.

[signature on next page]

Dated: August 10, 2017.

Respectfully submitted,

/s/ Tristan Manthey

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