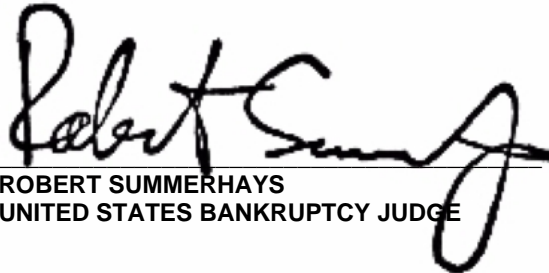




**SO ORDERED.**

**SIGNED October 17, 2017.**

  
ROBERT SUMMERHAYS  
UNITED STATES BANKRUPTCY JUDGE

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

IN RE:	CASE NO. 17-51014
KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL</i> <sup>1</sup>	(JOINTLY ADMINISTERED)
DEBTORS	CHAPTER 11
	JUDGE ROBERT SUMMERHAYS

**ORDER APPROVING (I) DISCLOSURE STATEMENT AS OF OCTOBER 17, 2017  
FOR THE DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION AS OF  
OCTOBER 17, 2017, (II) THE CONFIRMATION HEARING NOTICE, THE  
CONTENTS OF THE SOLICITATION PACKAGE, AND THE MANNER OF MAILING  
AND SERVICE OF THE SOLICITATION PACKAGE AND CONFIRMATION  
HEARING NOTICE, (III) THE PROCEDURES FOR VOTING AND TABULATION OF  
BALLOTS,**

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors' service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

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**AND (IV) THE FORMS OF BALLOTS**

Upon consideration of the *Motion for Order Approving (I) Disclosure Statement as of August 25, 2017 for the Debtors' Joint Chapter 11 Plan of Reorganization as of August 25, 2017, (II) the Confirmation Hearing Notice, the Contents of the Solicitation Package, and the Manner of Mailing and Service of the Solicitation Package and Confirmation Hearing Notice, (III) the Procedures for Voting and Tabulation of Ballots, and (IV) the Forms of Ballots* [Dkt. No. 219] (the "Motion")<sup>2</sup> and all exhibits thereto; and upon the hearing held on October 16, 2017 for consideration of the Motion; and upon the statements of counsel; and the Court having jurisdiction to consider the foregoing in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that due and proper notice of the Motion has been given, and that no other or further notice need be given; and the Court having determined, after due deliberation, that granting the Motion is in the best interests of the Debtors; and upon all other proceedings had before the Court; and good and sufficient cause appearing herein:

**IT IS HEREBY ORDERED** that the Motion is **GRANTED IN ITS ENTIRETY**.

**IT IS FURTHER ORDERED** that the *Disclosure Statement as of October 17, 2017 for the Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the "Disclosure Statement") is approved as containing adequate information within the meaning of Section 1125 of the Bankruptcy Code.

**IT IS FURTHER ORDERED** that the form of the Confirmation Hearing Notice, substantially in the form of Exhibit 1 to this Order, (a) is hereby approved in all respects, and (b) is hereby deemed good, adequate and sufficient notice of the Confirmation Hearing.

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<sup>2</sup> Unless otherwise defined herein, capitalized terms used in this Order shall have the same meaning ascribed to them in the Motion or, where not defined in the Motion, shall have the meaning ascribed to them in the *Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the "Plan").

**IT IS FURTHER ORDERED** that the Ballots, substantially in the form of **Exhibit 2** to this Order, are hereby approved.

**IT IS FURTHER ORDERED** that the Notification of Non-Voting Status, substantially in the form of **Exhibit 3** to this Order, is hereby approved.

**IT IS FURTHER ORDERED** that the Solicitation Package is hereby approved, and that the Solicitation Package shall contain the following:

- (a) The Confirmation Hearing Notice;
- (b) A CD containing this Order (without exhibits) and the Disclosure Statement as approved by the Court, with the Plan and related exhibits attached thereto; and
- (c) Either (i) one or more appropriate Ballots for the members of the Voting Classes, together with voting instructions, information regarding the return of the Ballots, and a pre-addressed reply envelope, or (ii) the Notification of Non-Voting Status.

**IT IS FURTHER ORDERED** that the Debtors are authorized, but not required, to distribute the Disclosure Statement (with the Plan and related exhibits attached thereto) and this Order (without exhibits) in CD format, and the Confirmation Hearing Notice, Ballots, and Notification of Non-Voting Status, as appropriate, shall only be provided in paper format.

**IT IS FURTHER ORDERED** that the Voting Record Date for determining the holders of Claims and Interests entitled to receive a Solicitation Package and/or vote on the Plan is hereby established as **October 17, 2017** (or, with respect to any Class, any later date to which the Debtors may agree).

**IT IS FURTHER ORDERED** that the last date for filing written objections to the confirmation of the Plan shall be **November 22, 2017 at 5:00 p.m. (Central Standard Time)** (the "**Objection Deadline**"). Any objection to the confirmation of the Plan must (a) be in writing, (b) state the name and address of the objecting party, and the nature of the Claim or Interest of such party, (c) state with particularity the basis and nature of any objection, and (d) be filed in

the docket of the Chapter 11 Cases on or before the Objection Deadline. Any objections not timely filed in accordance with the provisions of this Order shall be deemed waived.

**IT IS FURTHER ORDERED** that the proposed procedures for distribution of the Solicitation Package to the creditors in compliance with Federal Rules of Bankruptcy Procedure 2002(b) and 3017(d) are hereby approved, as follows:

(a) No later than October 23, 2017, Donlin, Recano & Company, Inc. (the “Voting Agent”) shall transmit by United States mail service, postage prepaid, hand delivery or overnight delivery, copies of the Solicitation Package with the Plan, Ballot, or Notification of Non-Voting Status to (i) each person or entity listed on the Debtors’ Schedule of Liabilities, as of the Voting Record Date (collectively, the “Schedules”), (ii) each entity that timely filed a proof of claim that has not been withdrawn or disallowed by an order of the Court entered on or before the Voting Record Date, and (iii) each holder of Debtor Intercompany Claims or Debtor Intercompany Interests in Class 10 of the Plan, Debtor Interests in Class 11 of the Plan, and Section 510(b) Claims in Class 12 of the Plan.

(b) Thereafter any requests for Solicitation Packages shall be made to the Voting Agent, and the Voting Agent shall be responsible for the mailing of the same.

**IT IS FURTHER ORDERED** that the Voting Procedures proposed by the Debtors in the Motion are hereby approved in their entirety.

**IT IS FURTHER ORDERED** that, to be counted, Ballots must be properly executed, completed and delivered in paper form to the Voting Agent so as to be received **no later than 5:00 p.m. Central Standard Time on November 22, 2017** (the “Voting Deadline”). Completed Ballots are to be sent to the Voting Agent so as to be received by 5:00 p.m. CST on the Voting Deadline, by hand delivery, overnight mail, or U.S. mail delivery, as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
<p style="text-align: center;">Donlin, Recano &amp; Company, Inc.  <b>Re: Knight Energy Holdings, LLC, et al.</b>            Attn: Voting Department            PO Box 192016 Blythebourne Station            Brooklyn, NY 11219</p>	<p style="text-align: center;">Donlin, Recano &amp; Company, Inc.  <b>Re: Knight Energy Holdings, LLC, et al.</b>            Attn: Voting Department            6201 15<sup>th</sup> Ave            Brooklyn, NY 11219</p>

Ballots submitted by facsimile or email transmission will not be counted unless otherwise ordered by the Court.

**IT IS FURTHER ORDERED** that the Voting Agent shall date all Ballots when it receives them, and as to any Ballot received after the Voting Deadline, the Voting Agent shall indicate the time and date that each such Ballot was received.

**IT IS FURTHER ORDERED** that the following Tabulation Procedures shall be applied by the Voting Agent in its tabulation of the Ballots with respect to the Plan:

- (a) Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to (i) the liquidated, non-contingent, and undisputed amount of such Claim as set forth in a timely filed proof of claim or (ii) the liquidated, non-contingent, and undisputed amount of such Claim as set forth in the Schedules;
- (b) Ballots submitted by holders of Class 6 Claims (Secured Senior Credit Facility Claims) shall be counted in Class 6 for voting purposes in the amount of each such holder's Secured Senior Credit Facility Claim as of the Petition Date, as set forth in the schedule maintained by Cantor Fitzgerald Securities in its capacity as the administrative agent under the Senior Credit Facility and any successor thereto;
- (c) Ballots submitted by holders of Class 6 Secured Senior Credit Facility Claim shall be counted for voting purposes in Class 9 (General Unsecured Claims) in the amount of such holder's pro rata share of the Senior Credit Facility Lenders' aggregate deficiency claim;
- (d) If a Claim has been estimated or otherwise allowed for voting purposes only pursuant to an agreement with the Debtors or an order of the Bankruptcy Court, such Claim will be temporarily allowed for voting

purposes only in the amount so estimated or allowed in such agreement or Order of the Court;

- (e) If a Claim has been “Disallowed” by agreement of the holder of such Claim or order of the Court at any time before the Voting Deadline, such Claim shall be Disallowed for voting purposes;
- (f) If a Claim for which a proof of claim has been timely filed is wholly contingent, unliquidated, or disputed, undetermined, or unknown in amount, or if a Claim is based on pending litigation not subject to a judgment against the Debtors, and (i) no objection to it has been filed by the Voting Deadline and (ii) no order pursuant to Bankruptcy Rule 3018(a) temporarily allowing it for voting purposes in an amount greater than \$1.00 has been entered by the Court, in each case before the Voting Deadline, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- (g) If a Claim for which a proof of claim has been timely filed is listed as contingent, unliquidated, or disputed in part, such Claim shall be temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution;
- (h) If a Claim is listed in the Debtors’ Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose that such Claim be Disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided, however*, if the applicable Claims bar date has not expired, a Claim listed in the Schedules as contingent, unliquidated or disputed, or undetermined in amount shall vote at \$1.00;
- (i) If a Claim is listed in the Debtors’ Schedules in the amount of \$0.00 and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);
- (j) Claims filed for \$0.00 are not entitled to vote;
- (k) Claims filed in a currency other than U.S. dollars shall vote at \$1.00;
- (l) If the Debtors have filed and served an objection to a Claim at least five (5) days before the Voting Deadline, such Claim will be temporarily allowed or disallowed for voting purposes in accordance with the relief sought in the objection;
- (m) If a proof of claim has been amended by a later-filed proof of claim, the later-filed amending Claim will be entitled to vote to the extent consistent

with these Tabulation Procedures, and the earlier filed Claim will not be entitled to vote;

- (n) If no votes to accept or reject the Plan are received for a particular Voting Class, such Voting Class shall be deemed to have voted to accept the Plan;
- (o) A Ballot received after the Voting Deadline shall not be counted as a vote on the Plan;
- (p) A Ballot cast by any Entity that does not hold a Claim in a Voting Class shall not be counted as a vote on the Plan;
- (q) A Ballot containing no designation of acceptance or rejection of the Plan shall not be counted as a vote on the Plan;
- (r) A Ballot that both accepts and rejects the Plan in any single Class shall not be counted as a vote on the Plan;
- (s) A Ballot that attempts to partially reject and partially accept the Plan in any single Class shall not be counted as a vote on the Plan;
- (t) A Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim shall not be counted as a vote on the Plan;
- (u) A Ballot containing no signature shall not be counted as a vote on the Plan;
- (v) Any Ballot received by the Voting Agent by telecopy, facsimile, email or other electronic transmission shall not be counted unless the holder submitting such Ballot receives the consent of the Debtors or the Court orders otherwise;
- (w) If two or more Ballots are timely submitted with respect to the same Claim, the last timely submitted Ballot with respect to such Claim shall govern;
- (x) A creditor with multiple Claims within a particular Voting Class must vote all such Claims within such Voting Class either to accept or reject the Plan and may not split its votes;
- (y) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code and based on a reasonable review by the Voting Agent, separate Claims held by a single creditor in a particular class may be aggregated, in the Debtors' discretion, as if such creditor held one Claim against the Debtors in such class, and the votes related to such Claims may be treated by the Debtors as a single vote to accept or reject the Plan;
- (z) Any holder or authorized counsel for a holder of a Claim in a Voting Class who has delivered a valid Ballot to the Voting Agent may withdraw his or her vote by delivering written notice of withdrawal to the Voting Agent. To be valid, the notice of withdrawal must (a) be signed by the party who signed the Ballot to be revoked, and (b) be received by the Voting Agent

before the Voting Deadline. Parties in interest retain their rights to contest the validity of any withdrawals of Ballots;

- (aa) Any holder or authorized counsel of a holder of a Claim in a Voting Class who has delivered a valid Ballot to the Voting Agent may change the vote by delivering to the Voting Agent a properly executed completed replacement Ballot, so as to be received on or before the Voting Deadline;
- (bb) Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims; and
- (cc) Only the holders of Claims in the Voting Classes shall be entitled to vote with respect to any Entity who, on or before the Voting Record Date, has transferred such Entity's Claim to another Entity, the assignee of such Claim; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

**IT IS FURTHER ORDERED** that the Voting Agent shall review all Ballots as they are received to determine their compliance with the above-described Tabulation Procedures. If the Voting Agent determines that a Ballot does not comply with the Tabulation Procedures and therefore would not be counted, the Voting Agent may, but is not required to, notify the party that submitted the Ballot of the problem and advise such party that a replacement Ballot may be submitted; *provided, however*, that no replacement Ballot submitted after the Voting Deadline shall be considered unless ordered by the Court.

**IT IS FURTHER ORDERED** that, unless the provisions of this Order clearly and specifically modify any applicable provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure, all applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure shall continue to fully control as to all issues of notice, solicitation of acceptances or rejections, voting tabulation and the process of plan confirmation with respect to the Plan.



####

This Order was prepared and submitted by:

/s/ William H. Patrick, III

William H. Patrick, III, La. Bar No. 10359

Tristan Manthey, La. Bar No. 24539

Cherie D. Nobles, La. Bar No. 30476

HELLER, DRAPER, PATRICK, HORN & DABNEY, L.L.C.

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New Orleans, Louisiana 70130

Phone: 504-299-3300

Fax: 504-299-3399

**Counsel for Debtors**

## EXHIBITS

**Exhibit 1** Confirmation Hearing Notice

**Exhibit 2** Ballots:

Ballot No. 3: Class 3 (JPM Commercial Loan Claims);

Ballot No. 4: Class 4 (JPM Consumer Loan Claims);

Ballot No. 5: Class 5 (Iberia Loan Claims);

Ballot No. 6: Class 6 (Senior Secured Credit Facility Claims);

Ballot No. 9: Class 9 (General Unsecured Claims); and

Ballot No. 11: Class 11 (Debtor Interests).

**Exhibit 3** Notification of Non-Voting Status

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

IN RE:

KNIGHT ENERGY HOLDINGS, LLC, *ET AL*<sup>1</sup>

DEBTORS

CASE NO. 17-51014

(JOINTLY ADMINISTERED)

CHAPTER 11

JUDGE ROBERT SUMMERHAYS

**NOTICE OF (I) HEARING TO CONSIDER CONFIRMATION OF THE  
DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION, (II) DEADLINE FOR  
COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO  
OBJECT TO CURE AND ASSUMPTION; (III) ADMINISTRATIVE CLAIMS BAR  
DATE, (IV) PROFESSIONAL CLAIMS DEADLINE, AND  
(V) OTHER RELEVANT PLAN PROVISIONS**

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS**

**PLEASE TAKE NOTICE** that, on October 17, 2017, 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") filed that certain *Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (as it may be amended, the "Plan") and that certain *Disclosure Statement as of October 17, 2017 for the Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (as it may be amended, the "Disclosure Statement").<sup>2</sup>

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors' service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan, or the *Motion for Order Approving (I) Disclosure Statement as of August 25, 2017 for the Debtors' Joint Chapter 11 Plan of Reorganization as of August 25, 2017, (II) the Confirmation Hearing Notice, the Contents of the Solicitation Package, and the Manner of Mailing and Service of the Solicitation Package and Confirmation Notice, (III) the*

{00359155-3}

**PLEASE TAKE FURTHER NOTICE** that, on October 17, 2017, after notice and a hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an *Order Approving (I) Disclosure Statement as of October 17, 2017 for the Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017, (II) the Confirmation Hearing Notice, the Contents of the Solicitation Package, and the Manner of Mailing and Service of the Solicitation Package and Confirmation Notice, (III) the Procedures for Voting and Tabulation of Ballots, and (IV) the Forms of Ballots* [Dkt. No. \_\_\_\_] (the "Confirmation Procedures Order") (a) approving the Disclosure Statement as providing adequate information for the holders of Claims and Interests to make a decision as to whether to accept or reject the Plan, (b) approving (among other things) this Notice and the manner of mailing and service of the Confirmation Procedures Order. **Pursuant to the Confirmation Procedures Order, in order to be counted, a completed and executed Ballot with respect to voting on the Plan must be actually received by the Voting Agent no later than November 22, 2017 at 5:00 p.m. (Central Standard Time) (the "Voting Deadline").**

**PLEASE TAKE FURTHER NOTICE** that:

1. A hearing (the "Confirmation Hearing") will be held before the Honorable Robert Summerhays, United States Bankruptcy Judge, at the United States Bankruptcy Court, Western District of Louisiana, Lafayette Division, 214 Jefferson Street, Suite 100, Lafayette, Louisiana 70501 on **November 29, 2017 at 10:00 a.m. (Central Standard Time)**, or as soon thereafter as counsel may be heard, to consider the entry of orders, among other things, confirming the Plan under section 1129 of the Bankruptcy Code. The Confirmation Hearing may be continued from time to time with no additional written notice by announcement in open Court or by posting on the docket sheet outside of the Courtroom.

2. In accordance with the Confirmation Procedures Order, you should receive copies of the Solicitation Package<sup>3</sup> if you are the holder of a Claim against or Interest in any of the Debtors. If you are entitled to receive a Solicitation Package and something is missing from your Solicitation Package, if you wish to receive additional Solicitation Packages, if you are not entitled to receive a Solicitation Package but you wish to receive a Solicitation Package nonetheless, or if you wish to obtain written copies of the Plan, Disclosure Statement and/or the Confirmation Procedures Order, you should send a written request via U.S. mail to the Voting Agent, Donlin Recano & Company, Inc., **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or make your request by calling the Voting Agent at **212.771.1128**. If the Debtors are soliciting your vote on the Plan, you should receive a Solicitation Package that includes (among other things) the Plan and one or more Ballots and instructions for voting. If the Debtors are not soliciting your vote on the Plan, you should receive a Solicitation Package that includes a Notification of Non-Voting Status with respect to the Plan. Parties in interest can also obtain copies of the Solicitation Package (except Ballots) on Donlin Recano & Company, Inc.'s website, which is [www.donlinrecano.com/knight](http://www.donlinrecano.com/knight).

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*Procedures for Voting and Tabulation of Ballots, and (IV) the Forms of Ballots* [Dkt. No. 219] (the "Confirmation Procedures Motion").

<sup>3</sup>The contents of the Solicitation Package are described in the Confirmation Procedures Motion.

3. **To be counted, your completed and executed Ballot to accept or reject the Plan must be actually received by the Voting Agent on or before the Voting Deadline. The Voting Deadline is November 22, 2017 at 5:00 p.m. (Central Standard Time).** In accordance with the Confirmation Procedures Order, Ballots may be delivered to the Voting Agent by United States mail service, postage prepaid, hand delivery or overnight delivery as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
<p>Donlin, Recano &amp; Company, Inc.  <b>Re: Knight Energy Holdings, LLC, et al.</b>            Attn: Voting Department            PO Box 192016 Blythebourne Station            Brooklyn, NY 11219</p>	<p>Donlin, Recano &amp; Company, Inc.  <b>Re: Knight Energy Holdings, LLC, et al.</b>            Attn: Voting Department            6201 15<sup>th</sup> Ave            Brooklyn, NY 11219</p>

In addition, any completed Ballot that is received on or before the Voting Deadline will not be counted if such Ballot either (a) does not indicate an acceptance or a rejection of the Plan, or (b) is not signed.

4. Objections, if any, to the confirmation of the Plan (other than objections that arise based on the balloting and tabulation results on the Plan) or any of the other relief sought by the Debtors in connection with the confirmation of the Plan must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim or Interest of such party, and (c) be filed with the Bankruptcy Court **no later than 5:00 p.m. (Central Standard Time) on November 22, 2017 (the “Objection Deadline”). ANY OBJECTION TO THE CONFIRMATION OF THE PLAN THAT IS NOT FILED ON OR BEFORE THE OBJECTION DEADLINE SHALL NOT BE CONSIDERED.**

5. **Administrative Claims Bar Date.** The deadline for filing requests for payment of Administrative Claims shall be thirty (30) days after the Effective Date. “Administrative Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors’ businesses; (b) Allowed Professional Claims; (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code; and (d) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

6. **Professional Claims Deadline.** All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed no later than forty-five (45) days after the Effective Date. “Professional Claim” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

7. ***Distribution Record Date.*** “Distribution Record Date” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing. On the Distribution Record Date, the Claims Register shall be closed and the Distribution Agent shall be authorized and entitled to recognize only those record holders, if any, listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, if a Claim or Interest, other than one based on a publicly traded Certificate, is transferred and the Debtors have been notified in writing of such transfer less than ten (10) days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee (rather than the transferor) only to the extent practical and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

8. ***Objections to Cure Costs and Assumption Deadline.*** The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. If the non-Debtor party to the executory contract or unexpired lease objects to the Cure scheduled in the Plan Supplement or in a separate notice of assumption, by the Reorganized Debtors for such executory contract or unexpired lease, such executory contract or unexpired lease non-Debtor party must file an objection with the Bankruptcy Court to such Cure on or before ***five (5) days prior to the Confirmation Hearing Date.*** **Any such request and/or objection that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.** Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; provided, however, that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to file such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. **Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.**

9. If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of such Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

10. To the extent that any dispute with respect to the amount of any Cures regarding any default with respect to any Executory Contract and Unexpired Lease to be assumed pursuant to the Plan is resolved or determined, including by entry of an order by the Bankruptcy Court, in a manner that is not acceptable to the Debtors or Reorganized Debtors, as applicable, the Debtors or Reorganized Debtors, as applicable, may reject the applicable Executory Contract or Unexpired Lease within twenty (20) days after such resolution or determination by filing and

serving upon the counterparty to such Executory Contract or Unexpired Lease a notice of rejection. Upon service of such notice of rejection, such Executory Contract or Unexpired Lease shall be deemed to be rejected without the need for further action or an order from the Bankruptcy Court, and such counterparty may thereafter file a Proof of Claim in the manner set forth in Article V.G of the Plan.

11. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim (but, for the avoidance of doubt, not including Cures) based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

12. **Rejection of Executory Contracts and Unexpired Leases and Deadline to File Proof of Claim.** In the event that the rejection of an Executory Contract or Unexpired Lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtor or the Reorganized Debtor, or their respective Estate, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court no later than thirty (30) days after the later of (i) the Effective Date or (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, as set forth in an order of the Bankruptcy Court. Except as expressly provided otherwise in the Plan, the Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the Executory Contracts and Unexpired Leases not included in the Schedule of Assumed Executory Contracts and Unexpired Leases. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

13. ***Discharge of Claims and Termination of Interests.*** Article VIII.A provides that 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 liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of

employment, 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: (a) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

14. *Releases by Debtors.* Article VIII.B of the Plan provides that notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative Claims, asserted or which could be asserted on behalf of the Debtors or the Estates, that the Debtors, the Reorganized Debtors, or their Estates (or any trustee on behalf of the Debtors, the Reorganized Debtors, or their Estates) would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors' in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the DIP Financing, the New First Lien Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.B of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action



released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

Without limiting the foregoing, the Confirmation Order shall include a finding that any Causes of Actions arising under, or in any way related to, the Senior Credit Facility are property of the Debtors' bankruptcy Estates, and by the terms of the release contained within Article VIII.B of the Plan such Causes of Action, if any, are released and barred from being asserted in any manner by the Debtors, the Reorganized Debtors, Reorganized Knight, any holder of Claims against the Debtors or any current or former holder of Interests in the Debtors. For the avoidance of doubt, Causes of Action against the Senior Credit Facility Administrative Agent and the Senior Credit Facility Lenders, if any, are also being released by the Releasing Parties pursuant to Article VIII.C of the Plan and such Causes of Action are not retained by, or conveyed to, any party pursuant to the Plan or any Plan Transaction Document.

15. *Releases by Holders of Claims and Interests.* Article VIII.C of the Plan provides that notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors' in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct.

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

16. *Exculpation.* Article VIII.D of the Plan provides that except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the RSA and related prepetition transactions, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, or any Restructuring Transaction, contract, instrument, release or other Plan Transaction Document, agreement, or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for Claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

17. *Injunction.* Article VIII.E of the Plan provides that except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) 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; (b) 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; (c) creating, perfecting, or enforcing any 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; (d) 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 unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) 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.

Dated: October 17, 2017

Respectfully submitted:

*/s/ William H. Patrick, III*

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William H. Patrick III (La. Bar No. 10359)

Tristan Manthey (La. Bar No. 24539)

Cherie Dessauer Nobles (La. Bar No. 30476)

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**Counsel for the Debtors**

Class 3 - JPM Commercial Loans Claims

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

<p>IN RE:</p> <p>KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i><sup>1</sup></p> <p style="text-align:center">DEBTORS</p>	<p>CASE NO. 17-51014</p> <p>(JOINTLY ADMINISTERED)</p> <p>CHAPTER 11</p> <p>JUDGE ROBERT SUMMERHAYS</p>
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**Class 3 Ballot for Accepting or Rejecting Plan of Reorganization  
and Opting Out of Third Party Releases  
(JPM Commercial Loans Claims)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN  
(AND OPT OUT OF THIRD PARTY RELEASES)  
IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”) <sup>2</sup> for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and provide you an opportunity to opt out of Third Party Releases if you do not vote to accept the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of a JPM Commercial Loans Claim (a “Holder”) and, if you do not accept the Plan, whether to opt-out of the Third

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359289-4}

Class 3 - JPM Commercial Loans Claims

Party Releases. If you vote to reject the Plan and do not opt out of the Third Party Releases or if you do not vote at all, you will be releasing claims against the Released Parties set forth in Schedule 1 attached hereto.

To have your vote counted and to opt-out of the third-party releases, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Third Party Releases under Article VIII.C of the Plan. Your Claim has been placed in Class 3 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan and you will be deemed to agree to the Third Party Releases.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359289-4}

**IMPORTANT NOTICE  
REGARDING THIRD PARTY RELEASES**

**Third Party Releases**

This Ballot contains a box allowing parties who do not accept the Plan to opt-out of granting Third Party Releases. If you vote to reject the Plan or if you do not vote at all, unless you timely sign and return the Ballot opting out of the Third Party Releases, you will be deemed to grant the Third Party Releases.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

{00359289-4}

Class 3 - JPM Commercial Loans Claims

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN , YOU ARE AGREEING TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN

IF YOU VOTE TO REJECT THE PLAN IN ITEM 1 OR IF YOU DO NOT VOTE, YOU MAY CHECK THE BOX IN ITEM 2 TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

IF YOU (A) SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX IN ITEM 2 OR (B) DO NOT TIMELY SUBMIT A BALLOT IN WHICH YOU OPT OUT OF THE THIRD PARTY RELEASES, YOU WILL BE DEEMED TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

SEE SCHEDULE 1 ATTACHED HERETO FOR THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN AND DEFINITION OF WHO IS A RELEASED PARTY.

**Item 1: Voting.** The undersigned, a Holder of a Class 3 Claim against the Debtor Knight Family Enterprises, LLC and the Debtor Knight Energy Holdings, LLC in the unpaid amount of (\$\_\_\_\_\_ ) as of October 17, 2017, the Voting Record Date (*Check one box only*):

**Accepts the Plan**

**Rejects the Plan**

**Item 2: Optional Release Election.**

**The undersigned elects NOT to grant the Third Party Releases contained in Article VIII.C of the Plan**

{00359289-4}

Class 3 - JPM Commercial Loans Claims

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Claim, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 22, 2017.**

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**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.
  3. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims in more than one voting Class, you should prepare a Ballot for each category of Claims, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**Schedule 1**

ARTICLE VIII.C OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “THIRD PARTY RELEASES”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors’ in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party’s gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.C of the Plan, which includes by reference each of the related provisions and definitions contained therein, and, further, shall constitute the Court’s finding that such releases are: (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 such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Consenting Holders and such Consenting Holders’ family members and Entities under such family members’ control; (d) the New First Lien Facility Lenders; (e) the New First Lien Facility Agent; (f) the Senior Credit Facility Administrative Agent; (g) each DIP Financing Lender; (h) the DIP Financing Administrative Agent; (i) the Committee, each member thereof, and all legal and professional advisors thereto (in each case solely in their capacity as a Committee member or legal or professional advisor to the Committee); and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (b) through (h), such Entity and its current and former Affiliates in all capacities, and all

{00359289-4}

Class 3 - JPM Commercial Loans Claims

**their respective current and former direct and indirect equityholders, members, partners, subsidiaries, affiliates, portfolio companies, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives) *provided, however,* that no Non-Released Party shall be a Released Party.**

{00359289-4}

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 4 Ballot for Accepting or Rejecting Plan of Reorganization  
and Opting Out of Third Party Releases  
(JPM Consumer Loans Claims)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN  
(AND OPT OUT OF THIRD PARTY RELEASES)  
IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)² for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and provide you an opportunity to opt out of Third Party Releases if you do not vote to accept the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of a JPM Consumer Loans Claim (a “Holder”) and, if you do not accept the Plan, whether to opt-out of the Third Party

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359290-4}

Class 4 – JPM Consumer Loans Claims

Releases. If you vote to reject the Plan and do not opt out of the Third Party Releases or if you do not vote at all, you will be releasing claims against the Released Parties set forth in Schedule 1 attached hereto.

To have your vote counted and to opt-out of the third-party releases, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Third Party Releases under Article VIII.C of the Plan. Your Claim has been placed in Class 4 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan and you will be deemed to agree to the Third Party Releases.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359290-4}

**IMPORTANT NOTICE  
REGARDING THIRD PARTY RELEASES**

**Third Party Releases**

This Ballot contains a box allowing parties who do not accept the Plan to opt-out of granting Third Party Releases. If you vote to reject the Plan or if you do not vote at all, unless you timely sign and return the Ballot opting out of the Third Party Releases, you will be deemed to grant the Third Party Releases.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

{00359290-4}

Class 4 – JPM Consumer Loans Claims

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE AGREEING TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN

IF YOU VOTE TO REJECT THE PLAN IN ITEM 1 OR IF YOU DO NOT VOTE, YOU MAY CHECK THE BOX IN ITEM 2 TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

IF YOU (A) SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX IN ITEM 2 OR (B) DO NOT TIMELY SUBMIT A BALLOT IN WHICH YOU OPT OUT OF THE THIRD PARTY RELEASES, YOU WILL BE DEEMED TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

SEE SCHEDULE 1 ATTACHED HERETO FOR THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN AND DEFINITION OF WHO IS A RELEASED PARTY.

**Item 1: Voting.** The undersigned, a Holder of a Class 4 Claim against the Debtor HMC Leasing, LLC in the unpaid amount of (\$\_\_\_\_\_) as of October 17, 2017, the Voting Record Date (*Check one box only*):

**Accepts the Plan**

**Rejects the Plan**

**Item 2: Optional Release Election.**

**The undersigned elects NOT to grant the Third Party Releases contained in Article VIII.C of the Plan**

{00359290-4}

Class 4 – JPM Consumer Loans Claims

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Claim, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 22, 2017.**

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**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.
  3. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims in more than one voting Class, you should prepare a Ballot for each category of Claims, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**Schedule 1**

ARTICLE VIII.C OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “THIRD PARTY RELEASES”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors’ in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party’s gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.C of the Plan, which includes by reference each of the related provisions and definitions contained therein, and, further, shall constitute the Court’s finding that such releases are: (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 such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Consenting Holders and such Consenting Holders’ family members and Entities under such family members’ control; (d) the New First Lien Facility Lenders; (e) the New First Lien Facility Agent; (f) the Senior Credit Facility Administrative Agent; (g) each DIP Financing Lender; (h) the DIP Financing Administrative Agent; (i) the Committee, each member thereof, and all legal and professional advisors thereto (in each case solely in their capacity as a Committee member or legal or professional advisor to the Committee); and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (b) through (h), such Entity and its current and former Affiliates in all capacities, and all

{00359290-4}

Class 4 – JPM Consumer Loans Claims

**their respective current and former direct and indirect equityholders, members, partners, subsidiaries, affiliates, portfolio companies, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives) *provided, however,* that no Non-Released Party shall be a Released Party.**

{00359290-4}

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 5 Ballot for Accepting or Rejecting Plan of Reorganization  
and Opting Out of Third Party Releases  
(Iberia Loan Claims)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN  
(AND OPT OUT OF THIRD PARTY RELEASES)  
IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)² for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and provide you an opportunity to opt out of Third Party Releases if you do not vote to accept the Plan.. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of a Iberia Loan Claim (a “Holder”) and, if you do not accept the Plan, whether to opt-out of the Third Party Releases. If

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359296-4}

Class 5 – Iberia Loan Claims

you vote to reject the Plan and do not opt out of the Third Party Releases or if you do not vote at all, you will be releasing claims against the Released Parties set forth in Schedule 1 attached hereto.

To have your vote counted and to opt-out of the third-party releases, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Third Party Releases under Article VIII.C of the Plan. Your Claim has been placed in Class 5 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan and you will be deemed to agree to the Third Party Releases.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359296-4}

**IMPORTANT NOTICE  
REGARDING THIRD PARTY RELEASES**

**Third Party Releases**

This Ballot contains a box allowing parties who do not accept the Plan to opt-out of granting Third Party Releases. If you vote to reject the Plan or if you do not vote at all, unless you timely sign and return the Ballot opting out of the Third Party Releases, you will be deemed to grant the Third Party Releases.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

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IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE AGREEING TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN

IF YOU VOTE TO REJECT THE PLAN IN ITEM 1 OR IF YOU DO NOT VOTE, YOU MAY CHECK THE BOX IN ITEM 2 TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

IF YOU (A) SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX IN ITEM 2 OR (B) DO NOT TIMELY SUBMIT A BALLOT IN WHICH YOU OPT OUT OF THE THIRD PARTY RELEASES, YOU WILL BE DEEMED TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

SEE SCHEDULE 1 ATTACHED HERETO FOR THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN AND DEFINITION OF WHO IS A RELEASED PARTY.

**Item 1: Voting.** The undersigned, a Holder of a Class 5 Claim against the Debtor HMC Leasing, LLC and the Debtor Knight Energy Holdings, LLC in the unpaid amount of (\$\_\_\_\_\_) as of October 17, 2017, the Voting Record Date (*Check one box only*):

**Accepts the Plan**

**Rejects the Plan**

**Item 2: Optional Release Election.**

**The undersigned elects NOT to grant the Third Party Releases contained in Article VIII.C of the Plan**

Class 5 – Iberia Loan Claims

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Claim, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 22, 2017.**

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**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.
  3. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims in more than one voting Class, you should prepare a Ballot for each category of Claims, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**Schedule 1**

ARTICLE VIII.C OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “THIRD PARTY RELEASES”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors’ in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party’s gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.C of the Plan, which includes by reference each of the related provisions and definitions contained therein, and, further, shall constitute the Court’s finding that such releases are: (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 such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Consenting Holders and such Consenting Holders’ family members and Entities under such family members’ control; (d) the New First Lien Facility Lenders; (e) the New First Lien Facility Agent; (f) the Senior Credit Facility Administrative Agent; (g) each DIP Financing Lender; (h) the DIP Financing Administrative Agent; (i) the Committee, each member thereof, and all legal and professional advisors thereto (in each case solely in their capacity as a Committee member or legal or professional advisor to the Committee); and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (b) through (h), such Entity and its current and former Affiliates in all capacities, and all

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Class 5 – Iberia Loan Claims

**their respective current and former direct and indirect equityholders, members, partners, subsidiaries, affiliates, portfolio companies, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives) *provided, however,* that no Non-Released Party shall be a Released Party.**

{00359296-4}

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 6 Ballot for Accepting or Rejecting Plan of Reorganization  
and Opting Out of Third Party Releases  
(Secured Senior Credit Facility Claims)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN  
(AND OPT OUT OF THIRD PARTY RELEASES)  
IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”) <sup>2</sup> for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and provide you an opportunity to opt out of Third Party Releases if you do not vote to accept the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of a Secured Senior Credit Facility Claim (a “Holder”), and if you do not accept the Plan, whether to opt-out of the Third

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359291-4}

Class 6 –Secured Senior Credit Facility Claims

Party Releases. If you vote to reject the Plan and do not opt out of the Third Party Releases or if you do not vote at all, you will be releasing claims against the Released Parties set forth in Schedule 1 attached hereto.

To have your vote counted and to opt-out of the third-party releases, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Third Party Releases under Article VIII.C of the Plan. Your Claim has been placed in Class 6 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan and you will be deemed to agree to the Third Party Releases.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359291-4}

**IMPORTANT NOTICE  
REGARDING THIRD PARTY RELEASES**

**Third Party Releases**

This Ballot contains a box allowing parties who do not accept the Plan to opt-out of granting Third Party Releases. If you vote to reject the Plan or if you do not vote at all, unless you timely sign and return the Ballot opting out of the Third Party Releases, you will be deemed to grant the Third Party Releases.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

{00359291-4}

Class 6 –Secured Senior Credit Facility Claims

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN, YOU ARE AGREEING TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN

IF YOU VOTE TO REJECT THE PLAN IN ITEM 1 OR IF YOU DO NOT VOTE, YOU MAY CHECK THE BOX IN ITEM 2 TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

IF YOU (A) SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX IN ITEM 2 OR (B) DO NOT TIMELY SUBMIT A BALLOT IN WHICH YOU OPT OUT OF THE THIRD PARTY RELEASES, YOU WILL BE DEEMED TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

SEE SCHEDULE 1 ATTACHED HERETO FOR THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN AND DEFINITION OF WHO IS A RELEASED PARTY.

**Item 1: Voting.** The undersigned, a Holder of a Class 6 Claim against the Debtors in the unpaid amount of (\$\_\_\_\_\_ ) as of October 17, 2017, the Voting Record Date (*Check one box only*):

**Accepts the Plan**

**Rejects the Plan**

**Item 2: Optional Release Election.**

**The undersigned elects NOT to grant the Third Party Releases contained in Article VIII.C of the Plan**

{00359291-4}

Class 6 –Secured Senior Credit Facility Claims

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Claim, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 22, 2017.**

{00359291-4}



Class 6 –Secured Senior Credit Facility Claims

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.
  3. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims in more than one voting Class, you should prepare a Ballot for each category of Claims, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

{00359291-4}

**Schedule 1**

ARTICLE VIII.C OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “THIRD PARTY RELEASES”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors’ in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party’s gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.C of the Plan, which includes by reference each of the related provisions and definitions contained therein, and, further, shall constitute the Court’s finding that such releases are: (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 such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Consenting Holders and such Consenting Holders’ family members and Entities under such family members’ control; (d) the New First Lien Facility Lenders; (e) the New First Lien Facility Agent; (f) the Senior Credit Facility Administrative Agent; (g) each DIP Financing Lender; (h) the DIP Financing Administrative Agent; (i) the Committee, each member thereof, and all legal and professional advisors thereto (in each case solely in their capacity as a Committee member or legal or professional advisor to the Committee); and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (b) through (h), such Entity and its current and former Affiliates in all capacities, and all

{00359291-4}

Class 6 –Secured Senior Credit Facility Claims

**their respective current and former direct and indirect equityholders, members, partners, subsidiaries, affiliates, portfolio companies, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives) *provided, however,* that no Non-Released Party shall be a Released Party.**

{00359291-4}

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 9 Ballot for Accepting or Rejecting Plan of Reorganization  
and Opting Out of Third Party Releases  
(General Unsecured Claims)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN  
(AND OPT OUT OF THIRD PARTY RELEASES)  
IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)² for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and provide you an opportunity to opt out of Third Party Releases if you do not vote to accept the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

Class 9 – General Unsecured Claims

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of a General Unsecured Claim (a “Holder”) and to elect whether to classify your Claim as an Unsecured Convenience Class Claim and, if you do not accept the Plan, whether to opt-out of the Third Party Releases. If you vote to reject the Plan and do not opt out of the Third Party Releases or if you do not vote at all, you will be releasing claims against the Released Parties set forth in Schedule 1 attached hereto.

To have your vote counted and to opt-out of the third-party releases, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Third Party Releases under Article VIII.C of the Plan. Your Claim has been placed in Class 9 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan and you will be deemed to agree to the Third Party Releases.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

**IMPORTANT NOTICE  
REGARDING TREATMENT FOR CLASS 9 AND THIRD PARTY RELEASES**

Claims in Class 9 consist solely of General Unsecured Claims.

If the Plan is confirmed and the Effective Date occurs, each Holder of an Allowed General Unsecured Claim shall receive, on account of such Allowed General Unsecured Claim, their Pro Rata share of the General Unsecured Claims Fund.<sup>3</sup> The Holders of the Senior Credit Facility Deficiency Claim shall forego their right to receive any recovery from the General Unsecured Claims Fund on account of their Senior Credit Facility Deficiency Claim, and the Senior Credit Facility Deficiency Claim shall be excluded from the calculation of the Pro Rata recoveries of the other Holders of Class 9 Claims from the General Unsecured Claims Fund.

**Unsecured Convenience Class Election**

As a Holder of a Class 9 General Unsecured Claim, you may elect to have your Allowed Claim treated as a Class 8 Unsecured Convenience Class Claim, in which case you shall be deemed to have accepted the Plan and consented to the Third Party Release provisions contained in Article VIII.C of the Plan.

A Holder of an Allowed General Unsecured Claim that elects to have its Allowed General Unsecured Claim treated as a Class 8 Unsecured Convenience Class Claim shall receive Cash in an amount equal to the lesser of: (1) their Allowed Claim, and (2) \$1,000, paid on or after the Effective Date on the later of, the date such Claim is deemed Allowed in accordance with the Plan, or the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Claim.

**Third Party Releases**

This Ballot contains a box allowing parties who do not elect to have their Allowed General Unsecured Claims treated as a Class 8 Unsecured Convenience Class Claim and who do not accept the Plan to opt-out of granting Third Party Releases. If you vote to reject the Plan or if you do not vote at all, unless you timely sign and return the Ballot opting out of the Third Party Releases, you will be deemed to grant the Third Party Releases.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

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<sup>3</sup> As defined in the Plan, the General Unsecured Claims Fund means an amount equal to (a) \$2.6 million *minus* (b) the aggregate amounts paid to Holders of Allowed Unsecured Convenience Class Claims pursuant to the Plan and certain expenses to be incurred in the resolution of Claims.

Class 9 – General Unsecured Claims

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF YOU ELECT TO CLASSIFY YOUR CLAIM AS AN UNSECURED CONVENIENCE CLASS CLAIM IN ITEM 1, YOU WILL BE DEEMED TO ACCEPT THE PLAN AND TO CONSENT TO THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE VIII.C OF THE PLAN.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 2 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF YOU VOTE TO ACCEPT THE PLAN , YOU ARE AGREEING TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN

IF YOU VOTE TO REJECT THE PLAN IN ITEM 2 OR IF YOU DO NOT VOTE, YOU MAY CHECK THE BOX IN ITEM 3 TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

IF YOU (A) SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX IN ITEM 3 OR (B) DO NOT TIMELY SUBMIT A BALLOT IN WHICH YOU OPT OUT OF THE THIRD PARTY RELEASES, YOU WILL BE DEEMED TO GRANT THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN.

SEE **SCHEDULE 1** ATTACHED HERETO FOR THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.C OF THE PLAN AND DEFINITION OF WHO IS A RELEASED PARTY.

**Item 1: Optional Class 8 Unsecured Convenience Class Claim Election.**

To elect to have your General Unsecured Claim classified and treated as a Class 8 Unsecured Convenience Class Claim (and receive \$1,000 or the amount of your Claim, whichever is lower), check the box below. If you submit your Ballot without checking the box below, you will be deemed to consent to classification and treatment of your Claim as a Class 9 General Unsecured Claim.

- The undersigned elects to have its Claim classified and treated as a Class 8 Unsecured Convenience Class Claim**

Class 9 – General Unsecured Claims

**Item 2: Voting.** The undersigned, a Holder of a Class 9 Claim against (insert the name(s) of the applicable \_\_\_\_\_ Debtor(s)) \_\_\_\_\_ in the unpaid amount of (\$ \_\_\_\_\_) as of October 17, 2017, the Voting Record Date (*Check one box only*):

- Accepts the Plan**                       **Rejects the Plan**

**Item 3: Optional Release Election.**

- The undersigned elects NOT to grant the Third Party Releases contained in Article VIII.C of the Plan**

**Item 4: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Claim, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Claim. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 22, 2017.**



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Claim or an assertion of a Claim.
  3. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims in more than one voting Class, you should prepare a Ballot for each category of Claims, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**Schedule 1**

ARTICLE VIII.C OF THE PLAN PROVIDES FOR THE FOLLOWING RELEASES BY HOLDERS OF CLAIMS AND INTERESTS (THE “THIRD PARTY RELEASES”):

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, existing or hereinafter arising, in law, equity, or otherwise including any derivative Claims asserted or which may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors’ in or out of court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Senior Credit Facility, the formulation, preparation, dissemination, negotiation, or filing of the RSA, the Disclosure Statement, the Plan, the DIP Financing, the New First Lien Facility, if applicable, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the RSA, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the DIP Financing, the New First Lien Facility, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth herein do not release any post-Effective Date obligations of any party or Entity under the Plan, including under any of the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and (ii) nothing in this provision shall, nor shall it be deemed to, release any Released party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party’s gross negligence, fraud, or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in Article VIII.C of the Plan, which includes by reference each of the related provisions and definitions contained therein, and, further, shall constitute the Court’s finding that such releases are: (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 such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to asserting any Claim or Cause of Action released pursuant to such releases.

THE PLAN DEFINES “RELEASED PARTY” AS FOLLOWS:

Collectively, and in each case in its capacity as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the Consenting Holders and such Consenting Holders’ family members and Entities under such family members’ control; (d) the New First Lien Facility Lenders; (e) the New First Lien Facility Agent; (f) the Senior Credit Facility Administrative Agent; (g) each DIP Financing Lender; (h) the DIP Financing Administrative Agent; (i) the Committee, each member thereof, and all legal and professional advisors thereto (in each case solely in their capacity as a Committee member or legal or professional advisor to the Committee); and (j) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (b) through (h), such Entity and its current and former Affiliates in all capacities, and all

Class 9 – General Unsecured Claims

**their respective current and former direct and indirect equityholders, members, partners, subsidiaries, affiliates, portfolio companies, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives) *provided, however,* that no Non-Released Party shall be a Released Party.**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 11 Ballot for Purpose for Accepting or Rejecting (I) Plan of  
Reorganization and (II) Comprehensive Settlement and Comprehensive  
Settlement Distribution under Plan of Reorganization  
(Debtor Interests – Knight Energy Holdings, LLC)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT  
THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT  
DISTRIBUTION IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)<sup>2</sup> for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359304-3}

Class 11 – Debtor Interests (Knight Energy Holdings, LLC)

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of an Interest in Knight Energy Holdings, LLC (a “Holder”) and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan.

To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Comprehensive Settlement under the Plan. Your Interests have been placed in Class 11 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359304-3}

**IMPORTANT NOTICE  
REGARDING TREATMENT FOR CLASS 11**

Class 11 consists solely of Debtor Interests.

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, a portion of Class 11 Interests in Reorganized Holdings will be retained by the Consenting Holders while all other Class 11 Interests shall be deemed transferred and contributed to Reorganized Knight on the Effective Date. The Consenting Holders will receive the Comprehensive Settlement Distribution as consideration for the Comprehensive Settlement.

As a Holder of Debtor Interests, by voting to accept the Comprehensive Settlement and the Comprehensive Settlement Distribution, you consent to the Comprehensive Settlement and the Comprehensive Settlement Distribution described in **Schedule 1**, as well as the release provisions included in Article VIII.C of the Plan.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**Acceptance or Rejection of the Plan and  
Comprehensive Settlement and Comprehensive Settlement Distribution**

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 2 WITH RESPECT TO THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION.

SEE **SCHEDULE 1** ATTACHED HERETO FOR COMPREHENSIVE SETTLEMENT CONTAINED IN ARTICLE IV.B OF THE PLAN.

**Item 1: Voting.** The undersigned, a Holder of a Class 11 Interest(s) in Knight Energy Holdings, LLC in the amount of (\_\_\_\_\_%) as of October 17, 2017, the Voting Record Date (*Check one box only*):

- Accepts the Plan**                       **Rejects the Plan**

**Item 2. Comprehensive Settlement and Comprehensive Settlement Distribution** (*Check one box only*):

- Accepts the Comprehensive Settlement and Comprehensive Settlement Distribution**  
 **Rejects the Comprehensive Settlement and Comprehensive Settlement Distribution**

Class 11 – Debtor Interests (Knight Energy Holdings, LLC)

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Interests, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Interests. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 10, 2017.**

{00359304-3}



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

**Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.

2. The Ballot does not constitute and shall not be deemed a Proof of Interest or an assertion of an Interest.
3. If you cast more than one Ballot voting the same Interest prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
4. If you hold Claims or Interests in more than one voting Class, you should prepare a Ballot for each category of Claims or Interests, marked by Class number and description. Please complete and return each Ballot.
5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan or the Comprehensive Settlement and the Comprehensive Settlement Distribution will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**SCHEDULE 1**

**Article IV.B of the Plan provides:**

B. *Comprehensive Settlement*

The Debtors and the other Restructuring Support Parties have mutually agreed to a comprehensive resolution of issues and disputes between and among the Debtors and the other Restructuring Support Parties (the “*Comprehensive Settlement*”) which shall include:

1. The payment of the Consenting Holders Cash Contribution to the Debtors;
2. Entry into the New Leases;
3. Consummation of the Related Party Transaction Resolutions;
4. The mutual grant of the Releases included in Article VIII.B and Article VIII.C of the Plan;
5. The other compromises, settlements, and covenants embodied in the Plan and the RSA;
6. In order to preserve the tax attributes and benefits of the Debtors for the Reorganized Debtors, to the extent required in the Description of Transaction Steps, the retention by the Consenting Holders of a portion of their Class 11 Interests in Holdings, and the contribution and transfer of all other Interests in Holdings, Leasing, and Enterprises held by the Consenting Holders to Reorganized Knight as set forth and in the manner described in the Description of Transaction Steps; and
7. The provision of the Comprehensive Settlement Distribution to the Consenting Holders.

The Comprehensive Settlement is subject in all respects to the consummation of all the Restructuring Transactions on terms satisfactory to the Restructuring Support Parties. By voting to accept the Comprehensive Settlement Distribution, Consenting Holders will grant the Releases provided for in Article VIII.C of the Plan and may not opt out of granting such Releases. No portion of the Comprehensive Settlement Distribution shall be made to or retained by Non-Consenting Holders.

The Debtors shall estimate the Consenting Holders Cash Contribution within two (2) Business Days after the entry of the Confirmation Order. The Consenting Holders shall pay the Consenting Holders Cash Contribution to the Debtors in the amount of such estimate within four (4) Business Days of the entry of the Confirmation Order. In the event that the Effective Date does not occur, the Consenting Holders Cash Contribution shall be returned by the Debtors to the Consenting Holders. On the Effective Date, the final amount of the Consenting Holders Cash Contribution shall be calculated and agreed upon by the Debtors, the Consenting Holders, and the Majority Consenting Lenders, and Cash shall be contributed by or returned to the Consenting

{00359304-3}

Class 11 – Debtor Interests (Knight Energy Holdings, LLC)

Holders, as applicable, such that the Debtors shall have received the correct and actual amount of the Consenting Holders Cash Contribution as of the Effective Date.

{00359304-3}

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
--	--

**Class 11 Ballot for Purpose for Accepting or Rejecting (I) Plan of  
Reorganization and (II) Comprehensive Settlement and Comprehensive  
Settlement Distribution under Plan of Reorganization  
(Debtor Interests – Knight Family Enterprises, LLC)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT  
THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT  
DISTRIBUTION IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knicht Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)<sup>2</sup> for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359293-4}

Class 11 – Debtor Interests (Knight Family Enterprises, LLC)

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of an Interest in Knight Family Enterprises, LLC (a “Holder”) and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan.

To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Comprehensive Settlement under the Plan. Your Interests have been placed in Class 11 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359293-4}

**IMPORTANT NOTICE  
REGARDING TREATMENT FOR CLASS 11**

Class 11 consists solely of Debtor Interests.

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, a portion of Class 11 Interests in Reorganized Holdings will be retained by the Consenting Holders while all other Class 11 Interests shall be deemed transferred and contributed to Reorganized Knight on the Effective Date. The Consenting Holders will receive the Comprehensive Settlement Distribution as consideration for the Comprehensive Settlement.

As a Holder of Debtor Interests, by voting to accept the Comprehensive Settlement and the Comprehensive Settlement Distribution, you consent to the Comprehensive Settlement and the Comprehensive Settlement Distribution described in **Schedule 1**, as well as the release provisions included in Article VIII.C of the Plan.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**Acceptance or Rejection of the Plan and  
Comprehensive Settlement and Comprehensive Settlement Distribution**

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 2 WITH RESPECT TO THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION.

SEE **SCHEDULE 1** ATTACHED HERETO FOR COMPREHENSIVE SETTLEMENT CONTAINED IN ARTICLE IV.B OF THE PLAN.

**Item 1: Voting.** The undersigned, a Holder of a Class 11 Interest(s) in Knight Family Enterprises, LLC in the amount of (\_\_\_\_\_% ) as of October 17, 2017, the Voting Record Date (*Check one box only*):

- Accepts the Plan**                       **Rejects the Plan**

**Item 2. Comprehensive Settlement and Comprehensive Settlement Distribution** (*Check one box only*):

- Accepts the Comprehensive Settlement and Comprehensive Settlement Distribution**  
 **Rejects the Comprehensive Settlement and Comprehensive Settlement Distribution**

Class 11 – Debtor Interests (Knight Family Enterprises, LLC)

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Interests, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Interests. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 10, 2017.**

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**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Interest or an assertion of an Interest.
  3. If you cast more than one Ballot voting the same Interest prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims or Interests in more than one voting Class, you should prepare a Ballot for each category of Claims or Interests, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan or the Comprehensive Settlement and the Comprehensive Settlement Distribution will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**SCHEDULE 1**

**Article IV.B of the Plan provides:**

B. *Comprehensive Settlement*

The Debtors and the other Restructuring Support Parties have mutually agreed to a comprehensive resolution of issues and disputes between and among the Debtors and the other Restructuring Support Parties (the “*Comprehensive Settlement*”) which shall include:

1. The payment of the Consenting Holders Cash Contribution to the Debtors;
2. Entry into the New Leases;
3. Consummation of the Related Party Transaction Resolutions;
4. The mutual grant of the Releases included in Article VIII.B and Article VIII.C of the Plan;
5. The other compromises, settlements, and covenants embodied in the Plan and the RSA;
6. In order to preserve the tax attributes and benefits of the Debtors for the Reorganized Debtors, to the extent required in the Description of Transaction Steps, the retention by the Consenting Holders of a portion of their Class 11 Interests in Holdings, and the contribution and transfer of all other Interests in Holdings, Leasing, and Enterprises held by the Consenting Holders to Reorganized Knight as set forth and in the manner described in the Description of Transaction Steps; and
7. The provision of the Comprehensive Settlement Distribution to the Consenting Holders.

The Comprehensive Settlement is subject in all respects to the consummation of all the Restructuring Transactions on terms satisfactory to the Restructuring Support Parties. By voting to accept the Comprehensive Settlement Distribution, Consenting Holders will grant the Releases provided for in Article VIII.C of the Plan and may not opt out of granting such Releases. No portion of the Comprehensive Settlement Distribution shall be made to or retained by Non-Consenting Holders.

The Debtors shall estimate the Consenting Holders Cash Contribution within two (2) Business Days after the entry of the Confirmation Order. The Consenting Holders shall pay the Consenting Holders Cash Contribution to the Debtors in the amount of such estimate within four (4) Business Days of the entry of the Confirmation Order. In the event that the Effective Date does not occur, the Consenting Holders Cash Contribution shall be returned by the Debtors to the Consenting Holders. On the Effective Date, the final amount of the Consenting Holders Cash Contribution shall be calculated and agreed upon by the Debtors, the Consenting Holders, and the Majority Consenting Lenders, and Cash shall be contributed by or returned to the Consenting

{00359293-4}

Class 11 – Debtor Interests (Knight Family Enterprises, LLC)

Holders, as applicable, such that the Debtors shall have received the correct and actual amount of the Consenting Holders Cash Contribution as of the Effective Date.

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**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

IN RE:  KNIGHT ENERGY HOLDINGS, LLC, <i>ET AL.</i> <sup>1</sup>  DEBTORS	CASE NO. 17-51014  (JOINTLY ADMINISTERED)  CHAPTER 11  JUDGE ROBERT SUMMERHAYS
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**Class 11 Ballot for Purpose for Accepting or Rejecting (I) Plan of  
Reorganization and (II) Comprehensive Settlement and Comprehensive  
Settlement Distribution under Plan of Reorganization  
(Debtor Interests – HMC Leasing, LLC)**

**THE VOTING DEADLINE TO ACCEPT OR REJECT  
THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT  
DISTRIBUTION IS 5:00 P.M., CENTRAL TIME ZONE,  
ON NOVEMBER 22, 2017**

Knight Energy Holdings, LLC and the other entities identified in footnote 1 below (collectively, the “Debtors”) filed the *Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 417] (the “Plan”)<sup>2</sup> for the Debtors in these cases. This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the Plan and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan. The Court has approved the *Disclosure Statement as of October 17, 2017 for the Debtors’ Joint Chapter 11 Plan of Reorganization as of October 17, 2017* [Dkt. No. 418] (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have the Disclosure Statement, you may obtain a copy by sending a written request via U.S. mail to Donlin Recano & Company, Inc. (the “Voting Agent”), **Attention: Voting Department PO Box 192016 Blythebourne Station, Brooklyn, NY 11219**, or by calling the Voting Agent at **212.771.1128**.

<sup>1</sup> 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. 17-51015); Knight Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-51017); 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 (9787) (Case No. 17-51021); El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors’ service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

<sup>2</sup> Capitalized terms not defined herein are as defined in the Plan.

{00359305-3}

Class 11 – Debtor Interests (HMC Leasing, LLC)

Please use this Ballot to cast your vote to accept or reject the Plan if you are a Holder of an Interest in HMC Leasing, LLC (a “Holder”) and to accept or reject the Comprehensive Settlement and Comprehensive Settlement Distribution under the Plan.

To have your vote counted, you must complete, sign and return this Ballot to the Voting Agent as follows so that it is **received** by the Voting Deadline indicated above:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan and their exhibits before you vote and then sign and timely return the Ballot. You may wish to seek legal advice concerning the Plan, your classification and treatment under the Plan, and the Comprehensive Settlement under the Plan. Your Interests have been placed in Class 11 under the Plan. If you hold Claims or Interests in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.**

**If your ballot is not received by the Voting Agent on or before November 22, 2017 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

{00359305-3}

Class 11 – Debtor Interests (HMC Leasing, LLC)

**IMPORTANT NOTICE  
REGARDING TREATMENT FOR CLASS 11**

Class 11 consists solely of Debtor Interests.

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, a portion of Class 11 Interests in Reorganized Holdings will be retained by the Consenting Holders while all other Class 11 Interests shall be deemed transferred and contributed to Reorganized Knight on the Effective Date. The Consenting Holders will receive the Comprehensive Settlement Distribution as consideration for the Comprehensive Settlement.

As a Holder of Debtor Interests, by voting to accept the Comprehensive Settlement and the Comprehensive Settlement Distribution, you consent to the Comprehensive Settlement and the Comprehensive Settlement Distribution described in **Schedule 1**, as well as the release provisions included in Article VIII.C of the Plan.

**PLEASE READ THE ATTACHED VOTING INFORMATION  
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

{00359305-3}

**Acceptance or Rejection of the Plan and  
Comprehensive Settlement and Comprehensive Settlement Distribution**

IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 1 WITH RESPECT TO THE PLAN, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE PLAN.

IF NEITHER THE “ACCEPT” NOR “REJECT” BOX IS CHECKED IN ITEM 2 WITH RESPECT TO THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION, THE BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST ON THE COMPREHENSIVE SETTLEMENT AND COMPREHENSIVE SETTLEMENT DISTRIBUTION.

SEE **SCHEDULE 1** ATTACHED HERETO FOR COMPREHENSIVE SETTLEMENT CONTAINED IN ARTICLE IV.B OF THE PLAN.

**Item 1: Voting.** The undersigned, a Holder of a Class 11 Interest(s) in HMC Leasing, LLC in the amount of (\_\_\_\_\_) % as of October 17, 2017, the Voting Record Date (*Check one box only*):

- Accepts the Plan**                       **Rejects the Plan**

**Item 2. Comprehensive Settlement and Comprehensive Settlement Distribution** (*Check one box only*):

- Accepts the Comprehensive Settlement and Comprehensive Settlement Distribution**  
 **Rejects the Comprehensive Settlement and Comprehensive Settlement Distribution**

Class 11 – Debtor Interests (HMC Leasing, LLC)

**Item 3: Acknowledgments.** By signing this Ballot, the undersigned certifies that he/she is the Holder of the specified Interests, in the amount set forth above, as of October 17, 2017, the Voting Record Date, or has the power to vote to accept or reject the Plan on behalf of the Holder of such Interests. The undersigned understands that, if this Ballot does not indicate either acceptance or rejection of the Plan, this Ballot will not count as a vote to accept or reject the Plan.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Corporation or partnership: \_\_\_\_\_

Title (if corporation or partnership) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED.**

**TELEPHONE: (212) 771-1128**

**THE VOTING DEADLINE IS 5:00 P.M. CENTRAL TIME ON NOVEMBER 10, 2017.**

{00359305-3}



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier, personal delivery to Donlin, Recano & Company, Inc. (the “Voting Agent”), as follows:

<b><u>If by First Class Mail:</u></b>	<b><u>If by Hand Delivery or Overnight Mail:</u></b>
Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department PO Box 192016 Blythebourne Station Brooklyn, NY 11219	Donlin, Recano & Company, Inc. <b>Re: Knight Energy Holdings, LLC, et al.</b> Attn: Voting Department 6201 15 <sup>th</sup> Ave Brooklyn, NY 11219

- Ballots must be received by the Voting Agent by 5:00 p.m., Central Time Zone, on November 22, 2017 (the “Voting Deadline”).** If a Ballot is received after the Voting Deadline, it will not be counted. If this Ballot is illegible, contains insufficient information to identify the Holder, or is not signed on the appropriate lines, this Ballot will not be valid or counted as having been cast on the Plan.
2. The Ballot does not constitute and shall not be deemed a Proof of Interest or an assertion of an Interest.
  3. If you cast more than one Ballot voting the same Interest prior to the Voting Deadline, the latest dated, properly executed Ballot will supersede any prior Ballots.
  4. If you hold Claims or Interests in more than one voting Class, you should prepare a Ballot for each category of Claims or Interests, marked by Class number and description. Please complete and return each Ballot.
  5. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan or the Comprehensive Settlement and the Comprehensive Settlement Distribution will not be counted.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT, OR THESE PROCEDURES, PLEASE CALL THE VOTING AGENT, DONLIN, RECANO & COMPANY, INC. AT (212) 771-1128**

**SCHEDULE 1**

**Article IV.B of the Plan provides:**

B. *Comprehensive Settlement*

The Debtors and the other Restructuring Support Parties have mutually agreed to a comprehensive resolution of issues and disputes between and among the Debtors and the other Restructuring Support Parties (the “*Comprehensive Settlement*”) which shall include:

1. The payment of the Consenting Holders Cash Contribution to the Debtors;
2. Entry into the New Leases;
3. Consummation of the Related Party Transaction Resolutions;
4. The mutual grant of the Releases included in Article VIII.B and Article VIII.C of the Plan;
5. The other compromises, settlements, and covenants embodied in the Plan and the RSA;
6. In order to preserve the tax attributes and benefits of the Debtors for the Reorganized Debtors, to the extent required in the Description of Transaction Steps, the retention by the Consenting Holders of a portion of their Class 11 Interests in Holdings, and the contribution and transfer of all other Interests in Holdings, Leasing, and Enterprises held by the Consenting Holders to Reorganized Knight as set forth and in the manner described in the Description of Transaction Steps; and
7. The provision of the Comprehensive Settlement Distribution to the Consenting Holders.

The Comprehensive Settlement is subject in all respects to the consummation of all the Restructuring Transactions on terms satisfactory to the Restructuring Support Parties. By voting to accept the Comprehensive Settlement Distribution, Consenting Holders will grant the Releases provided for in Article VIII.C of the Plan and may not opt out of granting such Releases. No portion of the Comprehensive Settlement Distribution shall be made to or retained by Non-Consenting Holders.

The Debtors shall estimate the Consenting Holders Cash Contribution within two (2) Business Days after the entry of the Confirmation Order. The Consenting Holders shall pay the Consenting Holders Cash Contribution to the Debtors in the amount of such estimate within four (4) Business Days of the entry of the Confirmation Order. In the event that the Effective Date does not occur, the Consenting Holders Cash Contribution shall be returned by the Debtors to the Consenting Holders. On the Effective Date, the final amount of the Consenting Holders Cash Contribution shall be calculated and agreed upon by the Debtors, the Consenting Holders, and the Majority Consenting Lenders, and Cash shall be contributed by or returned to the Consenting

{00359305-3}

Class 11 – Debtor Interests (HMC Leasing, LLC)

Holders, as applicable, such that the Debtors shall have received the correct and actual amount of the Consenting Holders Cash Contribution as of the Effective Date.

{00359305-3}

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

IN RE: CASE NO. 17-51014
KNIGHT ENERGY HOLDINGS, LLC, ET AL.1 (JOINTLY ADMINISTERED)
DEBTORS CHAPTER 11
JUDGE ROBERT SUMMERHAYS

NOTIFICATION OF NON-VOTING STATUS FOR THE DEBTORS' JOINT
CHAPTER 11 PLAN OF REORGANIZATION

PLEASE TAKE NOTICE that, on October 17, 2017, Knight Energy Holdings, LLC and
the other entities identified in footnote 1 below (collectively, the "Debtors") filed that certain Debtors'
Joint Chapter 11 Plan of Reorganization as of October 17, 2017 [Dkt. No. 417] (as it may be
amended, the "Plan") and that certain Disclosure Statement as of October 17, 2017 for the
Debtors' Joint Chapter 11 Plan of Reorganization as of October 17, 2017 [Dkt. No. 418] (as it
may be amended, the "Disclosure Statement").2

PLEASE TAKE FURTHER NOTICE that, on October 17, 2017, after notice and a
hearing, pursuant to Section 1125 of the Bankruptcy Code, the Bankruptcy Court entered an
Order Approving (I) Disclosure Statement as of October 17, 2017 for the Debtors' Joint Chapter
11 Plan of Reorganization as of October 17, 2017, (II) the Confirmation Hearing Notice, the
Contents of the Solicitation Package, and the Manner of Mailing and Service of the Solicitation
Package and Confirmation Hearing Notice, (III) the Procedures for Voting and Tabulation of

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. 17-51015); Knight
Manufacturing, LLC (0600) (Case No. 17-51016); KDCC, LLC, f/k/a Knight Well Services, LLC (4156) (Case No. 17-
51017); 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 (9787) (Case No. 17-51021);
El Caballero Ranch, Inc. (7345) (Case No. 17-51022); Rayne Properties, LLC (7235) (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 (8254) (Case No. 17-51029). The Debtors' service address is 2727 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 2725 SE Evangeline Thruway, Lafayette, Louisiana 70508.

2 All capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan, or
the Motion for Order Approving (I) Disclosure Statement as of August 25, 2017 for the Debtors' Joint Chapter 11
Plan of Reorganization as of August 25, 2017, (II) the Confirmation Hearing Notice, the Contents of the Solicitation
Package, and the Manner of Mailing and Service of the Solicitation Package and Confirmation Hearing Notice, (III)
the Procedures for Voting and Tabulation of Ballots, and (IV) the Forms of Ballots [Dkt. No. 219] (the
"Confirmation Procedures Motion").

{00359159-3}

*Ballots, and (IV) the Forms of Ballots* [Dkt. No. \_\_\_\_] (the “Confirmation Procedures Order”) (a) approving the Disclosure Statement as providing adequate information for the holders of Claims and Interests to make a decision as to whether to accept or reject the Plan, (b) approving (among other things) this Notice and the manner of mailing and service of the Confirmation Procedures Order.

- If you hold a Claim in **Class 1 – Other Secured Claims**, the Plan provides:

Each Holder of an Allowed Class 1 Claim shall receive as determined by the Debtors or the Reorganized Debtors, as applicable, with the consent of the Majority Consenting Lenders:

- i. the collateral securing its Allowed Class 1 Claim;
- ii. Reinstatement of its Allowed Class 1 Claim;
- iii. payment in full of its Allowed Class 1 Claim on the Distribution Date;
- iv. with respect to Secured Tax Claims, such treatment that renders such Claim as Unimpaired and meets the requirements of section 1129(a)(9)(D) of the Bankruptcy Code; or
- v. such other treatment rendering its Allowed Class 1 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

Therefore, Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject the Plan.

- If you hold a Claim in **Class 2 - Other Priority Claims**, the Plan provides that each Holder of an Allowed Class 2 Claim shall receive either: (i) Cash equal to the full amount of its Allowed Class 2 Claim, (ii) payments over time as permitted under Section 1129(a)(9) of the Bankruptcy Code, or (iii) such other less favorable treatment as may otherwise be agreed with the Debtors and the Majority Consenting Lenders. Therefore, Holders of Allowed Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject the Plan.
- If you hold a Claim in **Class 7 – Mineral Contractor Claims**, the Plan provides:

On the Effective Date, except to the extent that a Holder of an Allowed Mineral Contractor Claim agrees to a less favorable treatment, to the extent not already satisfied pursuant to a prior order of the Bankruptcy Court, each Holder of an Allowed Class 7 Claim shall receive Cash in an amount equal to such Allowed Class 7 Claim on the later of:

- (i) the date such claim is deemed Allowed in accordance with the Plan; or
- (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Class 7 Claim.

Therefore, Holders of Allowed Class 7 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject the Plan.

- If you hold a Claim in **Class 8 – Unsecured Convenience Class Claims**, the Plan provides:

Except to the extent that a Holder of an Allowed Unsecured Convenience Class Claim agrees to less favorable treatment, each Holder of an Allowed Class 8 Claim shall receive Cash in an amount equal to the lesser of (1) their Allowed Claim, and (2) \$1,000, paid on or after the Effective Date on the later of:

- (i) the date such claim is deemed Allowed in accordance with the Plan; or
- (ii) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Class 8 Claim.

Therefore, Holders of Allowed Class 8 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject the Plan.

- If you hold a Claim or Interest in **Class 10 – Debtor Intercompany Claims or Debtor Intercompany Interests**, the Plan provides that each Allowed Class 10 Claim shall be, at the option and with the consent of the Majority Consenting Lenders, either:

- i. Reinstated; or
- ii. canceled and released without any distribution on account of such Claims or Interests,

in each case (i) and (ii) in a tax and business efficient manner acceptable to the Debtors with the consent of the Majority Consenting Lenders.

Therefore, holders of Allowed Class 10 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, depending on the treatment selected above, and are not entitled to vote to accept or reject the Plan.

- If you hold a Claim in **Class 12 – Section 510(b) Claims**, the Plan provides that Class 12 Claims, if any, will be discharged, canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Allowed Section 510(b) Claims will not receive any distribution on account of such Allowed Section 510(b) Claims. Therefore, pursuant to Section 1126(g) of the Bankruptcy Code, holders of Allowed Class 12 Claims are deemed to reject the Plan, and are not entitled to vote to accept or reject the Plan.

Parties in interest can obtain copies of the Solicitation Package (except Ballots) on Donlin, Recano & Company, Inc.'s website, which is [www.donlinrecano.com/knight](http://www.donlinrecano.com/knight).

Dated: October 17, 2017

/s/ William H. Patrick, III

William H. Patrick III, La. Bar No. 10359

Tristan Manthey, La. Bar No. 24539

Cherie Dessauer Nobles, La. Bar No. 30476

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**Counsel for Debtors**