

**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

**AMENDED 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>

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<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*

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**PLEASE TAKE FURTHER NOTICE** that, on October 18, 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. 422] (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 18, 2017

Respectfully submitted:

*/s/ William H. Patrick, III*

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