

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

	:		
In re	:	Chapter 11	
	:		
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-12670 (MFW)	
	:		
Debtors.	:	(Jointly Administered)	
	:		

AFFIDAVIT OF SERVICE

I, Lydia Pastor Nino, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On March 10, 2016, at my direction and under my supervision, employees of KCC caused to be served the following documents via Overnight mail to the parties on the service list attached hereto as **Exhibit A**:

- CR-ROM, containing:
 1. Joint Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code for the Joint Reorganization of the Debtors and Debtors in Possession, dated February 5, 2016 [Docket No. 244];
 2. Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes on Plan, (III) Scheduling a Hearing on Confirmation of Plan, and (IV) Approving Certain Opt-Out Procedures for Equity Holders, dated February 5, 2016 [Docket No. 247]; and
 3. Joint Plan of Reorganization of the Debtors and Debtors in Possession, dated February 5, 2016 [Docket No. 243]
- Ballot for Accepting or Rejecting Joint Plan of Reorganization of the Debtors and Debtors in Possession [attached hereto as **Exhibit C**]
- Letter to Creditors, dated February 24, 2016 [attached hereto as **Exhibit D**]

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Swift Energy Company (0661); Swift Energy International, Inc. (6721); Swift Energy Group, Inc. (8150); Swift Energy USA, Inc. (8212); Swift Energy Alaska, Inc. (6493); Swift Energy Operating, LLC (2961); GASRS LLC (4381); SWENCO-Western, LLC (0449); and Swift Energy Exploration Services, Inc. (2199). The address of each of the Debtors is 17001 Northchase Drive, Suite 100, Houston, Texas 77060.



- Notice of (A) Deadline for Casting Votes to Accept or Reject the Joint Plan of Reorganization of the Debtors and Debtors in Possession, (B) Hearing to Consider Confirmation of Plan and (C) Related Matters and Procedures [Docket. No. 310]
- Notice of Filing of Supplemental Disclosure and Exhibits to the Joint Plan of Reorganization [Docket No. 393]

Furthermore, on March 10, 2016, at my direction and under my supervision, employees of KCC caused to be served the following documents via Overnight mail to the parties on the service list attached hereto as **Exhibit B**:

- CR-ROM, containing:
 4. Joint Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code for the Joint Reorganization of the Debtors and Debtors in Possession, dated February 5, 2016 [Docket No. 244];
 5. Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes on Plan, (III) Scheduling a Hearing on Confirmation of Plan, and (IV) Approving Certain Opt-Out Procedures for Equity Holders, dated February 5, 2016 [Docket No. 247]; and
 6. Joint Plan of Reorganization of the Debtors and Debtors in Possession, dated February 5, 2016 [Docket No. 243]
- Letter to Creditors, dated February 24, 2016 [attached hereto as **Exhibit D**]
- Notice of (A) Deadline for Casting Votes to Accept or Reject the Joint Plan of Reorganization of the Debtors and Debtors in Possession, (B) Hearing to Consider Confirmation of Plan and (C) Related Matters and Procedures [Docket. No. 310]
- Notice of Filing of Supplemental Disclosure and Exhibits to the Joint Plan of Reorganization [Docket No. 393]

Dated: March 23, 2016



Lydia Pastor Nino

A notary public or other officer completing this affidavit verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of March, 2016, by Lydia Pastor Nino, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 

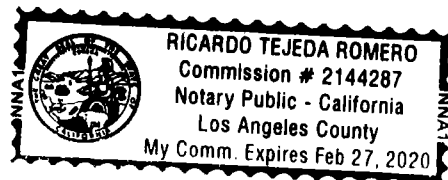


EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
COPANO ENERGY SRV/UPPER GULF COAST	ATTN OWNER OFFICER OR DIRECTOR	2727 ALLEN PARKWAY	SUITE 1200	HOUSTON	TX	77019
EAGLE FORD GATHERING LLC	ATTN OWNER OFFICER OR DIRECTOR	2727 ALLEN PARKWAY SUITE 1200	COMMERCIAL SERVICES	HOUSTON	TX	77019
HINES HOLDING	ATTN OWNER OFFICER OR DIRECTOR	717 TEXAS AVENUE	SUITE 1500	HOUSTON	TX	77002-2712
IHS GLOBAL INC	ATTN OWNER OFFICER OR DIRECTOR	8801 SOUTH YALE	SUITE 380	TULSA	OK	74137
IHS GLOBAL INC	ATTN OWNER OFFICER OR DIRECTOR	DEPARTMENT 142		DENVER	CO	80271-0142
IHS GLOBAL INC F/K/A IHS INTL INC	ATTN OWNER OFFICER OR DIRECTOR	5333 WESTHEIMER	SUITE 100	HOUSTON	TX	77056
IHS GLOBAL INC FKA IHS INTL INC	ATTN OWNER OFFICER OR DIRECTOR	8801 SOUTH YALE	SUITE 380	TULSA	OK	74137
ME-YOU RENTALS LLC	ATTN OWNER OFFICER OR DIRECTOR	12 ME-YOU RANCH ROAD		TILDEN	TX	78072
ME-YOU RENTALS, LLC	ATTN P E PERRY	PO BOX 91137		SAN ANTONIO	TX	78209
ME-YOU RENTALS, LLC	ATTN P E PERRY	PO BOX 91137 5631 BROADWAY		SAN ANTONIO	TX	78209
MITCHELL JAMES P	ATTN OWNER OFFICER OR DIRECTOR	14003 TORREY VILLAGE		HOUSTON	TX	77014
NASDAQ OMX GROUP CORP SERVICES INC	ATTN CONTRACTS GROUP	9600 BLACKWELL ROAD	3111 FLOOR	ROCKVILIE	MD	20850
OGRE PARTNERS LTD	ATTN OWNER OFFICER OR DIRECTOR	6510 ABRAMS ROAD	STE 410	DALLAS	TX	75231
PETROLEUM INFORMATION CORPORATION	ATTN OWNER OFFICER OR DIRECTOR	533 WESTHEIMER	SUITE 100	HOUSTON	TX	77056
PETROLEUM INFORMATION/DWIGHTS LLC	ATTN OWNER OFFICER OR DIRECTOR	533 WESTHEIMER	SUITE 100	HOUSTON	TX	77056
PROSPERITY BANK	ATTN OWNER OFFICER OR DIRECTOR	31 NORTH MAIN STREET		ELGIN	TX	78621
SEISMIC MICRO-TECHNOLOGY, INC.	ATTN OWNER OFFICER OR DIRECTOR	8584 KATY FREEWAY	SUITE 400	HOUSTON	TX	77024
T-COT INC DBA TAX CONSULT OF TEXAS	ATTN OWNER OFFICER OR DIRECTOR	DAVID BERLANGA, PRESIDENT	4930 HOLLY ROAD STE 101	CORPUS CHRISTI	TX	78411
THOMSON REUTERS COMPANY	ATTN OWNER OFFICER OR DIRECTOR	3 TIMES SQUARE		NEW YORK	NY	10036
VINCENT BRUCE H	ATTN OWNER OFFICER OR DIRECTOR	306 TERRACE DRIVE		HOUSTON	TX	77007

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Fritz Byrne Head & Fitzpatrick PLLC	Lisa C Fancher	221 W 6th St	Ste 960	Austin	TX	78701
FRITZ BYRNE HEAD & HARRISON PLLC	C. M. HENKEL III	500 NORTH SHORELINE	STE 901	CORPUS CHRISTI	TX	78411
IHS Corporation	Jillisa LaMarca AR Manager	15 Inverness Way East		Englewood	CO	80112
IHS GLOBAL INC	ATTN OFFICER OR DIRECTOR	1401 ENCLAVE PARKWAY	STE 500	HOUSTON	TX	77077
IHS GLOBAL INC	ATTN OFFICER OR DIRECTOR	DEPT 1501		DENVER	CO	80291-1501
IHS Global Inc	Jessica Baker	1401 Enclave Parkway	Ste 500	Houston	TX	77077
IHS GLOBAL INC	ATTN OFFICER OR DIRECTOR	PO BOX 122327 DEPT 2327		DALLAS	TX	75312-2327
IHS GLOBAL INC	ATTN OFFICER OR DIRECTOR	PO BOX 34960		SEATTLE	WA	98124-1960
IHS GLOBAL INC	ATTN OFFICER OR DIRECTOR	PO BOX 847193		DALLAS	TX	75284-7193
Law Office of P Williams Prewitt	Patricia Williams Prewitt	10953 Vista Lake Court		Navasota	TX	77868
NASDAQ OMX CORPORATE SOLUTIONS LLC	C/O WELLS FARGO BANK N A	PO BOX 8500 LOCKBOX 11700		PHILADELPHIA	PA	19178-0700
PETROLEUM INFORMATION CORPORATION	ATTN OFFICER OR DIRECTOR	5333 WESTHEIMER	SUITE 100	HOUSTON	TX	77056
PROSPERITY BANK	C/O KIM DOAN	80 SUGAR CREEK CENTER BLVD		SUGAR LAND	TX	77478
THOMSON REUTERS	ATTN OFFICER OR DIRECTOR	117 EAST STEVENS AVENUE		VALHALLA	NY	10595-1264
THOMSON REUTERS	WEST PAYMENT CENTER	PO BOX 6292		CAROL STREAM	IL	60197-6292

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-12670 (MFW)
Debtors.	:	(Jointly Administered)
	:	

**BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN OF
OF REORGANIZATION OF THE DEBTORS AND DEBTORS IN POSSESSION**

CLASSES 4A, 4B, 4E AND 4F — REJECTION CLAIMS

THE REJECTION CLAIMS VOTING DEADLINE TO ACCEPT
OR REJECT THE PLAN IS 5:00 P.M., PREVAILING EASTERN TIME,
ON **MARCH 25, 2016**

This Ballot is submitted to you to solicit your vote to accept or reject the Joint Plan of Reorganization of the Debtors and Debtors in Possession (the "Plan"), which is being proposed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") and which is described in the disclosure statement with respect to the Plan (the "Disclosure Statement"). On February 5, 2016, the Court entered an order approving, among other things, the Disclosure Statement as having adequate information pursuant to section 1125 of the Bankruptcy Code, and certain procedures and materials for the solicitation of votes to accept or reject the Plan (the "Disclosure Statement Order"). The Bankruptcy Court's approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined herein have the meanings given to them in the Plan.

The Disclosure Statement provides information to assist you in deciding whether to vote to accept or reject the Plan and is included (along with the Plan and certain other materials) in the Solicitation Package you are receiving with this Ballot. You may download the documents included in the Solicitation Package (excluding the Ballots) free of charge from the Debtors' restructuring website at www.kccllc.net/swiftenergy. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Please be advised that KCC is not permitted to provide legal advice.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you, whether or not you vote, if the Plan (a) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the claims in each impaired Class of claims who vote on the Plan; and (b) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan; and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot, so that it is received by the deadline indicated above. Ballots should not be sent to the Debtors.

To have your vote counted, you must complete, sign and return this Ballot to Swift Energy Company, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245 or via email to SwiftEnergyBallots@kccllc.com, so that it is received by the deadline indicated above. Ballots received after 5:00 p.m., prevailing Eastern Time, on March 25, 2016 will not be counted. Ballots should not be sent to the Debtors or their attorneys.

¹ The Debtors are the following nine entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Swift Energy Company (0661); Swift Energy International, Inc. (6721); Swift Energy Group, Inc. (8150); Swift Energy USA, Inc. (8212); Swift Energy Alaska, Inc. (6493); Swift Energy Operating, LLC (2961); GASRS LLC (4381); SWENCO-Western, LLC (0449); and Swift Energy Exploration Services, Inc. (2199). The address of each of the Debtors is 17001 Northchase Drive, Suite 100, Houston, Texas 77060.

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

PLEASE COMPLETE ITEMS 1 AND 3 AND CAREFULLY REVIEW ITEM 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Classes 4A, 4B, 4E and 4F Vote. The undersigned, the holder, as of March 9, 2016, of a Rejection Claim in any of Classes 4A, 4B, 4E and 4F of the Plan against the Debtors, votes as follows (check only one box):

ACCEPT the Plan.

REJECT the Plan.

Creditor: _____

YOUR VOTE ON THIS BALLOT FOR REJECTION CLAIMS IN CLASS 4A, 4B, 4E OR 4F (AS APPLICABLE) SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A REJECTION CLAIM (AS APPLICABLE).

ANY BALLOT EXECUTED BY THE HOLDER OF A CLAIM THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN FOR ALL CLAIMS OF ONE CLASS WILL NOT BE COUNTED.

Item 2. Release Opt-Out Election. You may not complete this Item 2 if you have chosen to vote to accept the Plan in Item 1. You may complete this Item 2 if you have chosen to vote to reject the Plan in Item 1 or if you have not completed Item 1. Only check the below box if you elect to opt-out of the release provisions of Plan. Please see below for additional information.

OPT-OUT of Voluntary Releases.

THE PLAN CONTAINS A SERIES OF RELEASES. IN THAT RESPECT, PARTIES SHOULD BE AWARE THAT, IF THE PLAN IS CONFIRMED AND IF THE EFFECTIVE DATE OCCURS, CERTAIN PARTIES WILL BE GETTING RELEASES AND CERTAIN PARTIES WILL BE GIVING RELEASES AS SET FORTH IN ARTICLES IV, IX AND XI OF THE PLAN AND AS FURTHER DESCRIBED IN THE DISCLOSURE STATEMENT. IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS OF THE PLAN. IF YOU RETURN A BALLOT AND VOTE TO REJECT THE PLAN OR DO NOT VOTE TO ACCEPT OR REJECT THE PLAN, YOU MUST CHECK THE ABOVE BOX TO OPT-OUT OF THE RELEASE PROVISIONS OF THE PLAN.

THE PLAN CONTAINS THE FOLLOWING PROVISIONS WITH RESPECT THERETO:

(a) **Defined Terms. As defined in the Plan:**

I.A.102 "Released Parties" means, collectively, and in each case in their capacities as such: (i) the Debtors; (ii) the Non-Debtor Subsidiaries; (iii) the Restructuring Support Parties; (iv) the Senior Notes Indenture Trustees; (v) the holders of Senior Notes and Rejection Claims that have voted in favor of the Plan or have not exercised their right to opt out of the voluntary release contained in Section IV.I.3.b of the Plan by checking the opt out box on the Ballot and returning it in accordance with the instructions set forth thereon, indicating that they opt not to grant the releases provided in the Plan; (vi) the DIP Agent; (vii) the DIP Lenders; (viii) the RBL Agent; (ix) the RBL Lenders; (x) the Creditors' Committee and with respect to each of the foregoing entities, such entities' predecessors, successors, assigns, subsidiaries, affiliates, managed accounts and funds, current officers and directors, principals, shareholders, members, partners, managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys, accountants, investment

bankers, consultants, representatives, management companies, fund advisors, and other professionals, and such entities' respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such.

I.A.103 "Releasing Parties" means, collectively, and in each case in their capacities as such: (i) the Senior Notes Indenture Trustees; (ii) the Restructuring Support Parties; (iii) the RBL Agent; (iv) the RBL Lenders; (v) any holder of an Senior Note Claim and Rejection Claim that (a) votes to accept the Plan or (b) either (I) abstains from voting or (II) votes to reject the Plan and, in the case of either (I) or (II), does not opt out of the voluntary release contained in Section IV.I.3.b of the Plan by checking the opt out box on the Ballot, and returning it in accordance with the instructions set forth thereon, indicating that they opt not to grant the releases provided in the Plan; (iv) holders of Claims that are deemed to accept the Plan; (v) any holder of a Stock Interest of Swift that does not opt out of the voluntary release contained in Section IV.I.3.b of the Plan by completing the steps set forth in the Equity Release Consent Notice, and returning it in accordance with the instructions set forth thereon, indicating that they opt not to grant the releases provided in the Plan; (vi) the current and former officers and directors of the Debtors, the Reorganized Debtors and the Non-Debtor Subsidiaries; (vii) the Creditors' Committee and (viii) with respect to each of the foregoing Entities in clauses (i) through (vii), such Entity's predecessors, successors and assigns, affiliates, subsidiaries, funds, portfolio companies, members, management companies, and each of their respective current and former shareholders, directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors (each solely in their capacity as such).

(b) **Releases by Debtors and Reorganized Debtors.** Without limiting any other applicable provisions of, or releases contained in, the Plan, as of the Effective Date, to the fullest extent permitted by law, the Debtors and the Reorganized Debtors, on behalf of themselves and their affiliates, the Estates and their respective successors, assigns and any and all Entities who may purport to claim by, through, for or because of them, shall forever release, waive and discharge all Liabilities that they have, had or may have against any Released Party with respect to any of the Debtors or the Estates, the Reorganization Cases or the negotiation, consideration, formulation, preparation, dissemination, implementation, Confirmation or consummation of the Restructuring Support Agreement, the Plan, the Exhibits, the Disclosure Statement, the DIP Credit Agreement, the Warrant Agreements, the Restructuring Transactions or any other transactions proposed in connection with the Debtors, the Reorganization Cases or any Distributions made under or in connection with the Plan or any contract, instrument, release or other agreement or document created or entered into or any other act taken or omitted to be taken in connection therewith or in connection with any obligations arising under the Plan or the obligations assumed hereunder; provided, however, that the foregoing provisions of this Section IV.I.3.a shall not affect (a) the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct (including fraud), (b) except as otherwise set forth in the Plan any rights to enforce the Plan or the other contracts, instruments, releases, agreements or documents to be, or previously, entered into or delivered in connection with the Plan, (c) except as otherwise expressly set forth in this Plan, any objections by the Debtors or the Reorganized Debtors to Claims or Interests filed by any Entity against any Debtor and/or the Estates, including rights of setoff, refund or other adjustments, (d) the rights of the Debtors to assert any applicable defenses in litigation or other proceedings with their employees (including the rights to seek sanctions, fees and other costs) and (e) any claim of the Debtors or Reorganized Debtors, including (but not limited to) cross-claims or counterclaims or other causes of action against employees or other parties, arising out of or relating to actions for personal injury, wrongful death, property damage, products liability or similar legal theories of recovery to which the Debtors or Reorganized Debtors are a party.

(c) **Releases by Holders of Claims or Interests.** Any holder of Stock Interests of Swift that opts not to grant the releases contained in this Section IV.I.3.b shall not receive the New Swift Common Stock and Warrants that it would otherwise be entitled to receive under Section III.B.8 of the Plan and will not receive any Distribution whatsoever under the Plan.

Without limiting any other applicable provisions of, or releases contained in, the Plan, as of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the consideration and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, unless otherwise provided in the Confirmation Order, each Releasing Party shall be deemed to forever release, waive and discharge all Liabilities in any way that such Releasing Party has, had or may have against any Released Party (which release shall be in addition to the discharge of Claims and termination of Interests provided herein and under the Confirmation Order and the Bankruptcy Code), in each case, relating to any of the Debtors or the Estates, the Reorganization Cases or the negotiation, consideration, formulation, preparation, dissemination, implementation, Confirmation or consummation of the Restructuring Support Agreement, the Plan, the Exhibits, the Disclosure Statement, the DIP Credit Agreement, the Warrant Agreements, the Restructuring Transactions or any other transactions proposed in connection with the Debtors, the Reorganization Cases or any contract, instrument, release or other agreement or document created or entered into or any other act taken or omitted to be taken in connection

therewith or in connection with any obligations arising under the Plan or the obligations assumed hereunder; provided, however, that the foregoing provisions of this Section IV.I.3.b shall have no effect on the liability of (a) any Entity that would otherwise result from the failure to perform or pay any obligation or liability under the Plan or any contract, instrument, release or other agreement or document to be entered into or delivered in connection with the Plan and (b) any Released Party that would otherwise result from any act or omission of such Released Party to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct (including fraud).

(d) **Injunction Related to Releases.** As further provided in Section IX.B.1.b, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively or otherwise, of any claims, commitments, obligations, suits, judgments, damages, demands, debts, causes of action and liabilities released pursuant to the Plan.

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but is not timely submitted, does not indicate either acceptance or rejection of the Plan or indicates both an acceptance and rejection of the Plan, this Ballot will not be counted as having been cast.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

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

Complete the Ballot by providing all the information requested and sign, date and return the Ballot via email at **SwiftEnergyBallots@kccllc.com** or by mail, overnight courier or personal delivery to Kurtzman Carson Consultants LLC (the "Voting Agent") at the following address:

**Swift Energy Company
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245**

Ballots must be received by the Voting Agent by 5:00 p.m., prevailing Eastern Time, on March 25, 2016 (the "Rejection Claims Voting Deadline"). If a Ballot is received after the Rejection Claims Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. *Ballots should not be sent to the Debtors or their attorneys.*

You must vote all of your claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots will not be counted.

Your claim has been **temporarily allowed in the amount of \$1.00 solely for purposes of voting** to accept or reject the Plan in accordance with the Solicitation Procedures Order. The temporary allowance of your claim for voting purposes does not constitute an allowance of your claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (e.g., the right of the Debtors to contest the amount or validity of any claim for purposes of allowance under the Plan). Unless the Bankruptcy Court orders otherwise, your claim will not be counted as a vote in excess of the amount as determined in accordance with the Solicitation Procedures Order.

The Ballot does not constitute and shall not be deemed a proof of claim or an assertion of a claim.

If you cast more than one Ballot voting the same claim prior to the Rejection Claims Voting Deadline, the last properly executed Ballot received by the Voting Agent before the Rejection Claims Voting Deadline (as determined by the Voting Agent) will be deemed to reflect your intent either to accept or reject the Plan.

If you wish to withdraw a Ballot after you have delivered it to the Voting Agent, you may do so by delivering a notice of written withdrawal to the Voting Agent at the address above so that the Voting Agent receives the notice prior to the Rejection Claims Voting Deadline. In order to be valid, a notice of withdrawal must (a) specify the name of the creditor who submitted the Ballot to be withdrawn, (b) contain a description of the claim(s) to which it relates and (c) be signed by the creditor in the same manner as on the Ballot.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS OR THEIR ATTORNEYS.**

EXHIBIT D

February 24, 2016

To: Creditors and Other Interested Parties

We are pleased to report that Swift Energy Company and certain of its affiliates (the "Debtors") have reached agreement with certain of their major creditors and creditor representatives on a Joint Plan of Reorganization (the "Plan"). The Plan incorporates the terms of an agreement between the Debtors and certain holders of their senior unsecured notes (the "Senior Noteholders") that, among other things, significantly delevers the Debtors' balance sheet, positioning the Debtors for long term success upon their emergence from bankruptcy. The terms of the Plan, including the treatment of the Senior Noteholders, were subject to rigorous diligence and are the product of extensive, good faith and arm's length negotiations with key constituencies and representatives of the Senior Noteholders in particular. We believe that the Plan provides the best path forward for the Debtors, is in the best interests of all creditors and is worthy of your support.

The following documents are contained in the enclosed materials:

- the Plan;
- the disclosure statement in respect of the Plan (the "Disclosure Statement"), which contains important information regarding the Plan;
- a notice providing information regarding Plan voting and announcing the Bankruptcy Court's hearing scheduled for March 30, 2016 to consider confirmation (i.e., approval) of the Plan; and
- a ballot to be used to vote on the Plan and voting instructions.

THE DEBTORS BELIEVE THAT THE PLAN IS IN THE BEST INTERESTS OF ALL CREDITORS AND INTERESTED PARTIES AND URGE YOU TO VOTE TO ACCEPT THE PLAN.

Please read carefully the enclosed Disclosure Statement for further information regarding the Plan. If you have any questions regarding voting, you may contact the Debtors' voting agent, Kurtzman Carson Consultants LLC ("KCC") at (888) 251-2764.

PLEASE NOTE THAT, TO BE COUNTED, YOUR BALLOT OR THE MASTER BALLOT INCORPORATING YOUR BALLOT MUST BE **RECEIVED** BY KCC NO LATER THAN 5:00 P.M. EASTERN TIME, ON MARCH 25, 2016.

Very truly yours,

Swift Energy Company