

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-12670 (MFW)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket Nos. 490 & 513

**CERTIFICATION OF COUNSEL REGARDING
AGREED ORDER BETWEEN THE REORGANIZED DEBTORS AND
THE STATE OF TEXAS GENERAL LAND OFFICE
TO ALLOW STATE COURT LAWSUIT TO PROCEED**

The undersigned hereby certifies as follows:

1. We are counsel for the reorganized above-captioned debtors (the "Reorganized Debtors").
2. The State of Texas General Land Office (the "GLO") has a currently pending lawsuit against Swift Energy Operating, LLC ("Swift") in the 53rd Judicial District Court, Travis County, Texas (the "Lawsuit").
3. On March 31, 2016, the Court entered an order [Docket No. 513] (the "Confirmation Order") confirming the Second Amended Joint Plan of Reorganization of the Debtors and Debtors in Possession [Docket No. 490] (as amended, supplemented and modified, the "Plan").
4. The GLO seeks to modify the post-confirmation discharge injunction in the Plan, the post-confirmation discharge injunction in the Confirmation Order, and any stays,

¹ The Reorganized 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, LLC (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 Reorganized Debtors is 17001 Northchase Drive, Suite 100, Houston, Texas 77060.



automatic or otherwise, currently in existence with respect to Swift, whether pursuant to section 362(a) of the Bankruptcy Code, the Plan, the Confirmation Order or otherwise solely to the extent necessary to allow the GLO to (i) adjudicate and liquidate its claims for damages, if any, in the Lawsuit against Swift in the 53rd Judicial District Court, Travis County, Texas; and (ii) to have the amount paid in accordance with the terms and provisions of the Plan.

5. The GLO and the Reorganized Debtors are in agreement with respect to the terms and provisions of the proposed form of order (the "Proposed Order") attached hereto as Exhibit A.

WHEREFORE, the Reorganized Debtors respectfully request that the Court enter the Proposed Order at its earliest convenience.

Dated: September 2, 2016
Wilmington, Delaware

Respectfully submitted,

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ATTORNEYS FOR THE REORGANIZED
DEBTORS

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
SWIFT ENERGY COMPANY, <i>et al.</i> , ¹	:	Case No. 15-12670 (MFW)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket Nos. 490, 513 & _____

**AGREED ORDER BETWEEN THE REORGANIZED DEBTORS AND
THE STATE OF TEXAS GENERAL LAND OFFICE
TO ALLOW STATE COURT LAWSUIT TO PROCEED**

Upon the request of the Texas General Land Office ("GLO"), appearing through the Office of the Attorney General of Texas regarding their lawsuit styled Jerry E. Patterson, in his capacity as Commissioner of the General Land Office of the State of Texas, et al. v. Swift Energy Operating, LLC, Case No. D-1-GN-14-004050, pending in the 53rd Judicial District Court, Travis County, Texas (the "Lawsuit") against Swift Energy Operating, LLC ("Swift"), and upon being apprised that Swift and the GLO are in agreement with respect to the terms and provisions of this Order, after due deliberation, and sufficient cause appearing therefor, it is hereby ordered that:

1. The post-confirmation discharge injunction in the Second Amended Joint Plan of Reorganization of the Debtors and Debtors in Possession [D.I. 490] (as amended, supplemented and modified, the "Plan"), confirmed by this Court on March 31, 2016 in the Findings of Fact, Conclusions of Law and Order Confirming Pursuant to Section 1129(a) and (b) of the Bankruptcy Code the Second Amended Joint Plan of Reorganization of the Debtors and Debtors in Possession

¹ The Reorganized 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, LLC (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.

[D.I. 513] (the "Confirmation Order"), the post-confirmation discharge injunction in the Confirmation Order, and any stays, automatic or otherwise, currently in existence with respect to Swift, whether pursuant to section 362(a) of the Bankruptcy Code, the Plan, the Confirmation Order or otherwise, shall be modified solely to the extent necessary to allow GLO to (i) adjudicate and liquidate their claims for damages, if any, in the Lawsuit against Swift in the 53rd Judicial District Court, Travis County, Texas; and (ii) to have the amount paid in accordance with the terms and provisions of the Plan.

2. GLO's claim for damages in the Lawsuit shall be liquidated in accordance with applicable state law. Any appeal by Swift relating to the Lawsuit shall be prosecuted in accordance with applicable State law.

3. No execution on any judgment obtained by GLO will take place with respect to Swift or to any asset of Swift except as permitted by the Plan.

4. Nothing contained herein shall be construed to limit, modify or impair the rights of Swift or any insurer under any contractual agreement between the Swift and any insurer.

5. Nothing in this Order shall limit the rights of Swift to oppose or defend against the Lawsuit.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: _____, 2016
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE