



August 3, 2017

Ms. Kelley Sobiesk
Knight Oil Tools
2727 SE Evangeline Thruway
Lafayette, LA 70508

Dear Ms. Sobiesk,

This engagement letter (the "Engagement Letter"), together with the attached Appendix A: Terms and Conditions, sets forth our entire understanding regarding the engagement (the "Engagement") between Opportune LLP ("Opportune") and Knight Energy Holdings, LLC and its affiliated filing entities (collectively the "Company"), for the purpose of Opportune providing services to the Company, including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this Engagement Letter by each of the parties below and receipt of the retainer described below, this Engagement Letter will constitute an agreement between the Company and Opportune (the "Agreement").

1. Scope of Services

Opportune will perform the following Services:

- a) Officers. In connection with this engagement, Opportune shall make available to the Company:
 - i. Gary Pittman to serve in the role of Chief Restructuring Officer (the "CRO") for the Company. The CRO shall devote such time to the performance of his services hereunder, including onsite involvement at the Company's offices, as he determines appropriate in his sole discretion.
- b) Duties. Subject to his business judgment and fiduciary responsibilities and with the assistance of the Chief Executive Officer (the "CEO") and other executive officers, the CRO shall have all the duties set forth in the resolutions adopted by the Company entitled "Appointment of Gary Pittman as Chief Restructuring Officer and Related Matters" dated August 3, 2017 (collectively, the "Resolutions").
- c) Responsibilities. Subject to the Resolutions, applicable bylaws, corporate governance processes, required outside approval and with the assistance of the CEO and other executive officers, the CRO will have primary responsibility for any efforts related to the Restructuring (as defined in the Resolution).

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- d) **Access to Information.** In connection with this Engagement, Opportune shall have open and unfettered access to all Company information that the CRO has reasonably deemed appropriate. Additionally, the Company will provide reasonable access to the Company's managers, employees, accountants, counsel and other representatives (collectively the "Representatives") necessary to perform the services as outlined in this Engagement Letter. It is understood that Opportune is relying solely upon the information supplied by the Company and its Representatives without assuming any responsibility for independent investigation or verification thereof. All confidential information concerning the Company that is given to Opportune will be used solely in the course of performance of the Services outlined in this Engagement Letter. Except as required by law, such confidential information will not be disclosed to a third party without the Company's consent.
- e) **Projections: Reliance: Limitation of Duties.** The Company understands that the services to be rendered by the CRO may include the preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, the CRO will be relying on information provided by other members of the Company's management in the preparation of those projections and other forward-looking statements. Neither the CRO nor Opportune make any representation or guarantee that an appropriate restructuring proposal or strategic alternative can be formulated for the Company, that any restructuring proposal or strategic alternative presented to the Board will be more successful than all other possible restructuring proposals or strategic alternatives, that restructuring is the best course of action for the Company or, if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents.

2. Compensation

(a) Opportune will be paid by the Company for the services of the CRO. The hourly billing rate for the CRO is \$732. To the extent the CRO requires additional Opportune personnel to assist in the performance of the duties set forth in this Engagement Letter the current hourly billing rates for additional personnel, based on the position held by such Opportune personnel in Opportune, are:

i. Partners	\$864/hr
ii. Managing Directors, CRO	\$732/hr
iii. Directors	\$523/hr
iv. Managers	\$468/hr
v. Senior Consultants	\$423/hr
vi. Consultants	\$358/hr

- (b) In addition to our fees, reasonable and documented out-of-pocket expenses (e.g., parking, travel, courier, overtime meals, copying, and postage) incurred directly in connection with the Services will be included on each invoice.
- (c) The Company shall promptly remit to Opportune a retainer in the amount of

\$50,000 (the "Retainer"). This amount shall be carried by Opportune (but not in a separate bank account) and credited against any amounts due at the termination of this Engagement, and any remaining amounts returned upon the satisfaction of all obligations hereunder. In the event chapter 11 or other similar proceedings are instituted, Opportune may request an increase of the Retainer.

3. IRS

In compliance with requirements imposed by the Internal Revenue Service, as stated in Circular 230, Opportune will provide the following disclosure on all communications with Company: "We inform you that any US federal tax advice contained in this communication including any attachments is not intended or written to be used and cannot be used for the purpose of

- i. avoiding penalties under the Internal Revenue Code, or
- ii. promoting, marketing, or recommending to any other party any transaction or matter addressed herein."

4. Indemnification


The Company shall indemnify CRO, Opportune, and their (as applicable) partners, employees, managers, principals, agents, affiliates, independent contractors, insurers (collectively, the "Indemnified Persons") from and against any and all pending or threatened claims, demands, suits, investigations, proceedings, judgments, awards, liabilities, losses, damages, fees and expenses paid or incurred by any Indemnified Person in connection with, arising out of or related to (whether from direct claims or third party claims) the Engagement or this Agreement (including but not limited to any Indemnified Person's reasonable counsel fees and expenses). In addition to the foregoing indemnification, any Opportune personnel who may serve as Board-approved officers of the Company including but not limited to Gary Pittman, as CRO, shall be individually indemnified to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise. The CRO shall report to the Board and shall be covered as an officer under the Company's existing director and officer liability insurance policy as an "additional named insured" and as a "certificate holder" under each liability insurance policy of the Company. As a condition of Opportune accepting this engagement, a Certificate of Insurance evidencing such coverage shall be furnished to Opportune prior to the effective date of this Agreement. The Company shall instruct all applicable carriers to give Opportune and the CRO thirty (30) days prior written notice of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the CRO's rights hereunder. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct or fraudulent acts of CRO or Opportune.

Knight Energy Holdings, LLC
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5. Confirmed Agreement

We are ready to begin our work immediately upon our receipt of the signed Engagement Letter. Please confirm the agreement to the Engagement Letter by signing below and returning to our office at your earliest convenience. Again, we look forward to working with you.

Very truly yours,


Gary Pittman
Managing Director

Accepted and Agreed: Knight Energy Holdings, LLC

By: 
Kelley Sobiesk

Title: Authorized Signatory

Date:

Appendix A: Terms and Conditions

Terms and Conditions

Subject to the terms of any bankruptcy court order, the following are the terms and conditions (the "Terms and Conditions") on which Opportune will provide the services (the "Services") set forth in the attached engagement letter (the "Engagement Letter"). Together, the Terms and Conditions and the Engagement Letter are referred to as the "Contract," which forms the entire agreement between Opportune and the Company. Opportune and the Company may be collectively referred to herein as "Parties" and individually as "Party".

Fees

1. Opportune's invoices are payable upon receipt. If payment of any invoice is not received within 7 days of the invoice date, Opportune shall be entitled, without prejudice to any other rights that it may have, to suspend provision of the Services until all sums due are paid in full.
2. Opportune has no responsibility to update any report, analysis or any other document relating to this Engagement for any events or circumstances occurring subsequent to the date of such report, analysis or other document. Any such subsequent consultations or work shall be subject to arrangements at our then standard fees plus expenses.
3. In the event additional services are requested, the Parties shall work together to memorialize any such agreement, including payment of reasonable additional fees and a reasonable additional period to provide any additional services. Any variation to this Contract, including any variation to fees, services, or time for performance of the Services, shall be set forth in a separate engagement letter executed by the Parties which shall form part of this Contract.
4. Opportune's performance of the Services is dependent upon Company providing accurate and timely information and assistance as may be reasonably required from time to time. Company shall use reasonable skill, care and attention to ensure that all required information is provided on a timely basis and is accurate and complete. Company shall notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon. The inability to supply us with the agreed upon information in a useable form within the amount of time reasonably required by us may increase fees and delay completion. Additionally, in the event unforeseen complications are encountered which would significantly increase fees; we would discuss these with you and await your approval before proceeding.

Termination

5. Any Party may terminate this Contract in the event that the other Party has breached any material provision of this Contract and such breach has not been cured within ten (10) days after receipt of written notice from the then non-breaching Party.
6. Upon termination of this Contract, each Party shall, upon written request from the other, return to the other all property and documentation of the other that is in its possession,

except that we shall be entitled to retain one copy of such documents in order to maintain a professional record of our involvement in the Engagement, subject to our continuing confidentiality obligations hereunder.

7. The provisions included within "Fees", "Preservation of Confidential Information" and "Other Terms and Provisions" shall survive the termination or expiration of this Contract.

Work Products and Report

8. During the Engagement, Opportune may prepare certain reports, and any analysis will be based upon the information provided by and on behalf of the Company. Opportune assumes no responsibility and makes no representations with respect to the accuracy or completeness of any information provided by and on behalf of the Company. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. The Company acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by Opportune since the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.
9. In compliance with requirements imposed by the Internal Revenue Service, as stated in Circular 230, Opportune will provide the following disclosure on all communications with the Company: "We inform you that any US federal tax advice contained in this communication including any attachments is not intended or written to be used and cannot be used for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to any other party any transaction or matter addressed herein."
10. Opportune is not a CPA firm, and any report or any results of our Services shall not constitute an Audit, Attestation, Solvency Opinion or a Fairness Opinion or otherwise and may not be relied upon by Company or any other party as such. Any advice given or report issued by Opportune is provided solely for Company's use and benefit and only in connection with the Services that are provided. Furthermore, any analyses Opportune performs should not be taken to supplant any procedures that Company should undertake in consideration of the matter contemplated in connection with this Engagement or any other past, present, or future transaction.
11. The Company expressly acknowledges that Opportune does not guarantee, warrant or otherwise provide assurance regarding the results of the Services.

Preservation of Confidential Information

12. No Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party for the purposes of providing or receiving the Services which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, if disclosed in tangible form or otherwise, is manifestly confidential. The Parties agree that any confidential information received from the other Party shall only be

used for the purposes of providing or receiving the Services under this or any other contract between us.

13. These restrictions will not apply to any information which: (a) is or becomes generally available to the public other than as a result of a breach of an obligation by the receiving party; (b) is acquired from a third party who owes no obligation of confidence with respect to the information; or (c) is or has been independently developed by the recipient.
14. Notwithstanding the foregoing, any Party will be entitled to disclose confidential information of the other (i) to our respective insurers or legal advisors, or (ii) to a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than two (2) business days' notice in writing is first given to the other Party.

Other Terms and Provisions

15. Except in the event of our willful misconduct or fraud, in no event shall we be liable to Company (or any person claiming through either) under this Contract, under any legal theory, for any amount in excess of the total professional fees paid to Opportune under this Contract or any addendum thereto. In no event shall Opportune be liable to Company under this Contract under any legal theory for any consequential, indirect, lost profit or similar damages relating to or arising from our Services provided under this Contract.
16. The Parties accept and acknowledge that any legal proceedings arising from or in connection with this Contract (or any variation or addition thereto) must be commenced within one (1) year from the conclusion of the Services. Company agrees that no action or claims will be brought against CRO or any Opportune employees personally.
17. Company agrees to indemnify and hold harmless CRO and Opportune, its affiliates and their respective employees from and against any and all claims, liabilities, losses, costs, demands and reasonable expenses, including but not limited to reasonable legal fees and expenses, internal management time and administrative costs, relating to Services we render under this Contract or otherwise arising under this Contract. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct or fraudulent acts of CRO or Opportune.
18. Company accepts and acknowledges that CRO and Opportune have not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that you may obtain as a result of the provision of the Services.
19. Except for your payment obligations, neither of us will be liable to the other for any delay or failure to fulfill obligations caused by circumstances outside our reasonable control.
20. This Contract constitutes the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. This Contract may be executed in

any number of counterparts each of which shall be an original, but all of which together shall constitute one and the same instrument.

21. This Contract shall be governed by and interpreted in accordance with the internal laws of the State of Texas and the courts of the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division, shall have exclusive jurisdiction in relation to any claim arising out of this Contract.