

SECTION 1. The New Guarantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it by all requisite corporate, limited liability company or partnership action and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

SECTION 2. This Supplement shall become effective when the Administrative Agent shall have received this Supplement executed by the New Guarantor. Delivery of an executed Supplement by fax transmission or by e-mail "PDF" copy shall be as effective as manual delivery.

SECTION 3. Except as expressly supplemented hereby, the Guaranty Agreement shall remain in full force and effect.

SECTION 4. This Supplement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). The New Guarantor hereby agrees that service of copies of the summons and complaint and any other process which may be served in any such action or proceeding may be made by mailing or delivering a copy of such process to the New Guarantor at the address set forth on the signature page to this Supplement. Nothing in this Section shall affect the rights of any Lender to serve legal process in any other manner permitted by the law or affect the right of any Lender to bring any action or proceeding against the New Guarantor or its Property in the courts of any other jurisdiction.

SECTION 5. The New Guarantor hereby agrees that any suit or proceeding arising in respect of this Supplement or the Guaranty Agreement, or any of the matters contemplated hereby or thereby will be tried exclusively in the following jurisdictions (the "Chosen Courts"): (i) in the Bankruptcy Court to the extent that it has jurisdiction and (ii) to the extent the Bankruptcy Court does not have jurisdiction, in the U.S. District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, in any state court located in the City and County of New York. The New Guarantor hereby agrees to submit to the exclusive jurisdiction of, and venue in, the Chosen Courts. The New Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirement. The New Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirement, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Supplement or the Guaranty Agreement in any Chosen Court. The New Guarantor hereby agrees that Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York shall apply to this Supplement and the Guaranty Agreement and irrevocably waives, to the fullest extent permitted by applicable Legal Requirement, the defense of any inconvenient forum to the maintenance of such action or proceeding in any Chosen Court.

SECTION 6. THE NEW GUARANTOR HEREBY ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY AND HAS CONSULTED WITH COUNSEL OF ITS CHOICE, AND HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO THIS SUPPLEMENT, THE GUARANTY AGREEMENT, ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guaranty Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision hereof in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The New Guarantor shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 10 of the Guaranty Agreement.

THIS SUPPLEMENT, THE GUARANTY AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the New Guarantor has duly executed this Supplement to the Guaranty Agreement as of the day and year first above written.

[New Guarantor]

By: _____

Name: _____

Title: _____

Address for New Guarantor:

**EXHIBIT C
FORM OF INTERIM DIP ORDER**

[attached]

EXHIBIT E
FORM OF NOTICE OF BORROWING

[Date]

Cantor Fitzgerald Securities, as Administrative Agent
Address: 1801 N. Military Trail, Suite 202
Boca Raton, FL 33431
Attn: Niles Horning
Telephone: (212) 829-4889
Facsimile: (646) 219-1180

Ladies and Gentlemen:

1. Pursuant to Section 2.3(a) of that certain Credit Agreement dated as of August 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KDCC, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing"), Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"), Knight Aviation, L.L.C., a Louisiana limited liability company ("Knight Aviation"), Rayne Properties, L.L.C., a Louisiana limited liability company ("Rayne Properties"), El Caballero Ranch, Inc., a Texas corporation ("El Caballero"), HMC Investments, L.L.C., a Louisiana limited liability company ("HMC Investments"), Knight Security, LLC, a Louisiana limited liability company ("Knight Security") and Knight Research & Development, LLC, a Louisiana limited liability company ("Knight R&D"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information, HMC Leasing, Knight Family, Knight Aviation, Rayne Properties, El Caballero, HMC Investments and Knight Security, the "Borrowers" and each individually, a "Borrower"), the Lenders and Cantor Fitzgerald Securities, as Administrative Agent for the Lenders, the undersigned, in its capacity as the Borrower Representative, hereby gives you irrevocable notice that the Borrower(s) identified in clause (d) below hereby requests a Borrowing (the "Proposed Borrowing"), and in connection with that request sets forth below the information relating to the Proposed Borrowing as required by the Credit Agreement:

- (a) The Business Day of the Proposed Borrowing is _____, 20[___].
- (b) The aggregate amount of the Proposed Borrowing is \$ _____.
- (c) The Borrower(s) requesting the Proposed Borrowing is _____.
- (d) The Loan Limit as of the date of the Proposed Borrowing is _____.

The undersigned, in its capacity as the Borrower Representative, under and pursuant to the Credit Agreement, hereby certifies that the following statements are true and correct on the date hereof and will be true and correct on the date of the Proposed Borrowing:

- (i) the representations and warranties contained in the Credit Agreement and each of the other Credit Documents are true and correct, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, except for those representations and warranties that are made as of a specified date, which shall be true and correct as of such specified date;

- (ii) no Default has occurred and is continuing, or would result from the Proposed Borrowing or from the application of the proceeds therefrom; [and]
- (iii) the conditions precedents set forth in Section [3.1][3.2][3.3][3.4]¹¹ of the Credit Agreement will have been met (or waived in accordance with Section 9.3) immediately prior to the Proposed Borrowing[.]; and]
- (iv) [the Proposed Borrowing and the proceeds thereof will be used by the Borrowers for the sole purpose of making payments in respect of pre-Petition Date property and ad valorem tax amounts.]¹²

Very truly yours,

KNIGHT ENERGY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

¹¹ Selection to be depending on the appropriate Section.

¹² To be included if Loans are being made under Section 2.1(b) of the Credit Agreement.

EXHIBIT F-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement dated as of August 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KDCC, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing"), Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"), Knight Aviation, L.L.C., a Louisiana limited liability company ("Knight Aviation"), Rayne Properties, L.L.C., a Louisiana limited liability company ("Rayne Properties"), El Caballero Ranch, Inc., a Texas corporation ("El Caballero"), HMC Investments, L.L.C., a Louisiana limited liability company ("HMC Investments"), Knight Security, LLC, a Louisiana limited liability company ("Knight Security") and Knight Research & Development, LLC, a Louisiana limited liability company ("Knight R&D"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information, HMC Leasing, Knight Family, Knight Aviation, Rayne Properties, El Caballero, HMC Investments and Knight Security, the "Borrowers" and each individually, a "Borrower"), the Lenders and Cantor Fitzgerald Securities, as Administrative Agent for the Lenders. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.12 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the loan(s) (as well as any Note(s) evidencing such loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower Representative with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower Representative and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower Representative and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement dated as of August 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KDCC, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing"), Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"), Knight Aviation, L.L.C., a Louisiana limited liability company ("Knight Aviation"), Rayne Properties, L.L.C., a Louisiana limited liability company ("Rayne Properties"), El Caballero Ranch, Inc., a Texas corporation ("El Caballero"), HMC Investments, L.L.C., a Louisiana limited liability company ("HMC Investments"), Knight Security, LLC, a Louisiana limited liability company ("Knight Security") and Knight Research & Development, LLC, a Louisiana limited liability company ("Knight R&D"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information, HMC Leasing, Knight Family, Knight Aviation, Rayne Properties, El Caballero, HMC Investments and Knight Security, the "Borrowers" and each individually, a "Borrower"), the Lenders and Cantor Fitzgerald Securities, as Administrative Agent for the Lenders. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.12 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10-percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement dated as of August 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KDCC, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing"), Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"), Knight Aviation, L.L.C., a Louisiana limited liability company ("Knight Aviation"), Rayne Properties, L.L.C., a Louisiana limited liability company ("Rayne Properties"), El Caballero Ranch, Inc., a Texas corporation ("El Caballero"), HMC Investments, L.L.C., a Louisiana limited liability company ("HMC Investments"), Knight Security, LLC, a Louisiana limited liability company ("Knight Security") and Knight Research & Development, LLC, a Louisiana limited liability company ("Knight R&D"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information, HMC Leasing, Knight Family, Knight Aviation, Rayne Properties, El Caballero, HMC Investments and Knight Security, the "Borrowers" and each individually, a "Borrower"), the Lenders and Cantor Fitzgerald Securities, as Administrative Agent for the Lenders. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.12 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN and an IRS Form W-8ECI from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF PARTICIPANT]

By: _____

Name: _____
Title: _____
Date: _____

EXHIBIT F-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement dated as of August 9, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KDCC, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing"), Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"), Knight Aviation, L.L.C., a Louisiana limited liability company ("Knight Aviation"), Rayne Properties, L.L.C., a Louisiana limited liability company ("Rayne Properties"), El Caballero Ranch, Inc., a Texas corporation ("El Caballero"), HMC Investments, L.L.C., a Louisiana limited liability company ("HMC Investments"), Knight Security, LLC, a Louisiana limited liability company ("Knight Security") and Knight Research & Development, LLC, a Louisiana limited liability company ("Knight R&D"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information, HMC Leasing, Knight Family, Knight Aviation, Rayne Properties, El Caballero, HMC Investments and Knight Security, the "Borrowers" and each individually, a "Borrower"), the Lenders and Cantor Fitzgerald Securities, as Administrative Agent for the Lenders. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

Pursuant to the provisions of Section 2.12 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the loan(s) (as well as any Note(s) evidencing such loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such loan(s) (as well as any Note(s) evidencing such loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Credit Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10-percent shareholder" of any Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower Representative with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN and an IRS Form W-8ECI from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower Representative and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower Representative and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

[NAME OF LENDER]

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT G
FORM OF DIP BUDGET**

[attached]

EXHIBIT 2

BUDGET

