

Lender agrees (i) to notify, on or before the date such Lender becomes a party to this Agreement, the Administrative Agent in writing of such Lender's e-mail address to which a Notice may be sent (and from time to time thereafter to ensure that the Agent has on record an effective e-mail address for such Lender) and (ii) that any Notice may be sent to such e-mail address.

Section 9.10 Usury Not Intended. It is the intent of each Credit Party and each Lender in the execution and performance of this Agreement and the other Credit Documents to contract in strict compliance with applicable usury laws, including conflicts of law concepts, governing the Advances of each Lender including such applicable Legal Requirements of the State of New York, if any, and the United States of America from time to time in effect. In furtherance thereof, the Lenders and the Credit Parties stipulate and agree that none of the terms and provisions contained in this Agreement or the other Credit Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the Maximum Rate and that for purposes of this Agreement "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Advances, include amounts which by applicable Legal Requirement are deemed interest which would exceed the Maximum Rate, then such excess shall be deemed to be a mistake and each Lender receiving same shall credit the same on the principal of the Obligations (or if such Obligations shall have been paid in full, refund said excess to the Borrowers). In the event that the maturity of the Obligations are accelerated by reason of any election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the Maximum Rate, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the applicable Obligations (or, if the applicable Obligations shall have been paid in full, refunded to the Borrowers of such interest). In determining whether or not the interest paid or payable under any specific contingencies exceeds the Maximum Rate, the Credit Parties and the Lenders shall to the maximum extent permitted under applicable Legal Requirement amortize, prorate, allocate and spread in equal parts during the period of the full stated term of the Obligations all amounts considered to be interest under applicable Legal Requirement at any time contracted for, charged, received or reserved in connection with the Obligations. The provisions of this Section shall control over all other provisions of this Agreement or the other Credit Documents which may be in apparent conflict herewith.

Section 9.11 Usury Recapture. In the event the rate of interest chargeable under this Agreement at any time is greater than the Maximum Rate, the unpaid principal amount of the Advances shall bear interest at the Maximum Rate until the total amount of interest paid or accrued on the Advances equals the amount of interest which would have been paid or accrued on the Advances if the stated rates of interest set forth in this Agreement had at all times been in effect. In the event, upon payment in full of the Advances, the total amount of interest paid or accrued under the terms of this Agreement and the Advances is less than the total amount of interest which would have been paid or accrued if the rates of interest set forth in this Agreement had, at all times, been in effect, then the Borrowers shall, to the extent permitted by applicable Legal Requirement, pay the Administrative Agent for the account of the Lenders an amount equal to the difference between (i) the lesser of (A) the amount of interest which would have been charged on its Advances if the Maximum Rate had, at all times, been in effect and (B) the amount of interest which would have accrued on its Advances if the rates of interest set forth in this Agreement had at all times been in effect and (ii) the amount of interest actually paid under this Agreement on its Advances. In the event the Lenders ever receive, collect or apply as interest any sum in excess of the Maximum Rate, such excess amount shall, to the extent permitted by law, be applied to the reduction of the principal balance of the Advances, and if no such principal is then outstanding, such excess or part thereof remaining shall be paid to the Borrowers.

Section 9.12 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to any Lender Party, or any Lender Party exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any Lender Party in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred and (b) each Lender Party severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate in effect from time to time, in the applicable currency of such recovery or payment. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 9.13 Governing Law; Service of Process. This Agreement, the Notes and the other Credit Documents (unless otherwise expressly provided therein) 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). Each Borrower 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 Borrowers at the address set forth for the Borrowers in this Agreement. 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 any Borrower or its Property in the courts of any other jurisdiction.

Section 9.14 Submission to Jurisdiction. The parties hereto hereby agree that any suit or proceeding arising in respect of this Agreement or any other Credit Document, 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 parties hereto hereby agree to submit to the exclusive jurisdiction of, and venue in, the Chosen Courts. Each of the parties hereto 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 parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to the applicable parties will be effective service of process against such party for any action or proceeding relating to any such dispute. Each party hereto 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 Agreement in any Chosen Court. Each of the parties hereto hereby agrees that Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York shall apply to this 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 9.15 Electronic Execution of Assignments. Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Acceptance shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in

any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 9.17 Waiver of Jury. THE BORROWERS, THE LENDERS AND THE ADMINISTRATIVE AGENT HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY AND HAVE CONSULTED WITH COUNSEL OF THEIR CHOICE, AND HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER CREDIT DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.18 USA Patriot Act. Each Lender that is subject to the Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Credit Party that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies such Credit Party, which information includes the name and address of such Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Credit Party in accordance with the Patriot Act.

Section 9.19 [Reserved].

Section 9.20 No Fiduciary Duty. Notwithstanding anything herein or in any other Credit Document to the contrary, in connection with, or in any way related to, this Agreement and the transactions contemplated hereby (including the transactions contemplated hereby), the Borrowers hereby acknowledge and agree that: (a) each Secured Party is, has been, and will be acting solely as a principal and not as a financial advisor, agent or fiduciary, for the Borrowers or any of the Borrowers' affiliates, equity holders, directors, officers, employees, creditors or any other Person except as to maintaining a register as provided in herein as a non-fiduciary agent of the Borrowers for that limited purpose, (b) no Secured Party or any Affiliate thereof has assumed or will assume an advisory, agency or fiduciary responsibility in the Borrowers' or the Borrowers' Affiliates' favor with respect to this Agreement or any of the transactions contemplated hereby (including the Transactions) or the process leading thereto (irrespective of whether any Secured Party or any of its Affiliates has advised or is currently advising the Borrowers or the Borrowers' Affiliates on other matters) and (c) no Secured Party has provided any legal, accounting, regulatory or tax advice with respect to this Agreement or any of the transactions contemplated hereby (including the Transactions) and the Borrowers have consulted with their own legal, accounting, regulatory and tax advisors to the extent the Borrowers have deemed appropriate. Each Borrower hereby waives and releases, to the fullest extent permitted by Legal Requirement, any claims that each Borrower may have against any Secured Party and their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty.

Section 9.21 [Reserved]

Section 9.22 Multiple Borrowers.

(a) Obligations Joint and Several and Unconditional. The obligations of each Borrower under this Agreement, the Notes and each other Credit Document are joint and several and absolute and

unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the other Borrowers under this Agreement, the Notes or any other Credit Document (collectively, the “Other Borrower Obligations”), or any substitution, release or exchange of any other guarantee of or security for any of the Other Borrower Obligations, and, to the fullest extent permitted by applicable Legal Requirement, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 9.22 that the obligations of each Borrower under this Agreement shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of any Borrower under this Agreement, the Notes, any other Credit Document or any other agreement referred to herein or therein:

(i) at any time or from time to time, without notice to any Borrower, the time for any performance of or compliance with any of the Other Borrower Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement or the Notes or any other agreement or instrument referred to herein or therein shall be done or omitted;

(iii) the maturity of any of the Other Borrower Obligations shall be accelerated, or any of the Other Borrower Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or the Notes or any other Credit Document shall be waived or any other guarantee of any of the Other Borrower Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(iv) any lien or security interest granted to, or in favor of, the Administrative Agent or any Lender or Lenders as security for any of the Other Borrower Obligations shall fail to be perfected.

Each Borrower hereby expressly waives, with respect to the Other Borrower Obligations diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against the other Borrowers under this Agreement or the Notes or any other Credit Document, or against any other Person under any other guarantee of, or security for, any of the Other Borrower Obligations.

(b) Reinstatement. The obligations of any Borrower under this Agreement, the Notes, the Credit Documents or any other agreement or instrument referred to herein or therein, shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the other Borrowers in respect of the Other Borrower Obligations is rescinded or must be otherwise restored by any holder of any of the Other Borrower Obligations, whether as a result of any proceedings in a bankruptcy or reorganization or otherwise, and each Borrower agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including fees of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration.

(c) Subrogation. Each Borrower hereby agrees that until the termination of this Agreement, payment in full of the Obligations and termination in full of the Commitments, it shall not exercise any right or remedy arising by reason of any performance by it of any of its obligations hereunder, whether by subrogation or otherwise, against the Other Borrower Obligations or any security for any of the Other Borrower Obligations.

(d) Remedies. Each Borrower agrees that, as between such Borrower and the Administrative Agent and the Lenders, (i) the obligations of the other Borrowers under this Agreement and the Notes

may be declared to be forthwith due and payable as provided in Article 7 hereof (and shall be deemed to have become automatically due and payable in the circumstances provided in Article 7) notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from being deemed to have become automatically due and payable) and (ii) such obligations (whether or not due and payable by such other Borrowers) shall forthwith become due and payable by such Borrower.

(e) Limitation on Obligations. Notwithstanding any provision to the contrary contained herein, in any of the Notes or any other Credit Document, to the extent the joint obligations of the Borrowers would be adjudicated to be invalid or unenforceable for any reason (including because of applicable state or federal law relating to fraudulent conveyances or transfers) then the aggregate obligations of each Borrower hereunder and under the Notes and all other agreements and instruments referred to herein or therein shall be limited to the maximum amount that is permissible under applicable Legal Requirement (whether federal or state and including, with limitation, any bankruptcy, insolvency, reorganization, moratorium, or similar law affecting creditors' rights generally).

(f) Borrowers' Representative; Binding on All Borrowers. Each Borrower hereby designates Holdings as its representative and agent on its behalf (the "Borrower Representative") for the purposes of issuing Notices of Borrowing, notices of Optional Prepayments, delivering DIP Budgets, Variance Reports, giving instructions with respect to the disbursement of the proceeds of the Advances, approving Eligible Assignees, and for the purposes of giving and receiving all other notices and consents hereunder or under any of the other Credit Documents and taking all other actions on behalf of any Borrower or Borrowers under the Credit Documents. Borrower Representative hereby accepts such appointments. Unless otherwise expressly required hereunder, the Administrative Agent and each Lender may regard any notice or other communication pursuant to any Credit Document from the Borrower Representative or from an individual Borrower as a notice or communication from all Borrowers, and may give any notice or communication required or permitted to be given to any Borrower or Borrowers hereunder to the Borrower Representative or to a single Borrower on behalf of all Borrowers; provided that, the failure to give such notice to the Borrower Representative or any Borrower shall not release or diminish or otherwise affect in any way the Borrowers' obligation to pay any amounts owing under this Agreement or any other Credit Agreement or to otherwise comply with terms hereof or thereof. Each Borrower agrees that each action taken or omitted to be taken by, and any notices and consents received by the Borrower Representative or any Borrower, and any notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by Borrower Representative or any other Borrower shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

Section 9.23 Integration. **THIS WRITTEN AGREEMENT AND THE CREDIT DOCUMENTS, AS DEFINED IN THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND SUPERSEDE ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATING TO THE TRANSACTIONS PROVIDED FOR HEREIN AND THEREIN. ADDITIONALLY, THIS AGREEMENT AND THE CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

IN EXECUTING THIS AGREEMENT, EACH CREDIT PARTY HERETO HEREBY WARRANTS AND REPRESENTS IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION OTHER THAN THOSE IN THIS AGREEMENT AND IS RELYING UPON ITS OWN JUDGMENT AND ADVICE OF ITS ATTORNEYS.

[Remainder of this page intentionally left blank. Signature pages follow.]

EXECUTED as of the date first above written.

BORROWERS:

KNIGHT ENERGY HOLDINGS, LLC

By: _____
Name:
Title:

HMC LEASING, LLC

By: _____
Name:
Title:

KNIGHT FAMILY ENTERPRISES, L.L.C.

By: _____
Name:
Title:

- KNIGHT OIL TOOLS, LLC**
- KNIGHT MANUFACTURING, LLC**
- KDCC, LLC**
- TRI-DRILL, LLC**
- ADVANCED SAFETY & TRAINING MANAGEMENT, LLC**
- KNIGHT SECURITY, LLC**
- KNIGHT INFORMATION SYSTEMS, L.L.C.**
- RAYNE PROPERTIES, L.L.C.**
- KNIGHT AVIATION, L.L.C.**
- KNIGHT RESEARCH & DEVELOPMENT, LLC**

By: Knight Energy Holdings, LLC
Its sole member

By: _____
Name:
Title:

EL CABALLERO RANCH, INC.

By: _____
Name:
Title:

Signature page to Credit Agreement
(Knight Energy Holdings, LLC)

ADMINISTRATIVE AGENT/LENDERS:

CANTOR FITZGERALD SECURITIES
as Administrative Agent

By: _____
Name:
Title:

Signature page to Credit Agreement
(Knight Energy Holdings, LLC)

CLEARLAKE CAPITAL PARTNERS IV FINANCE, L.P.
as a Lender

By: Clearlake Capital Partners IV GP, L.P, its general partner

By: Clearlake Capital Partners, LLC, its general partner

By: _____

Name:

Title:

Signature page to Credit Agreement
(Knight Energy Holdings, LLC)

ANNEX I
Commitments, Contact Information

ADMINISTRATIVE AGENT	
Cantor Fitzgerald Securities	Address: 1801 N. Military Trail, Suite 202 Boca Raton, FL 33431 Attn: Niles Horning Telephone: (212) 829-4889 Facsimile: (646) 219-1180 E-mail: nhorning@cantor.com
CREDIT PARTIES	
Borrower/Guarantors	Address: 2727 SE Evangeline Thruway Lafayette, LA 70508 Attn: Mark Comeaux Telephone: (337) 233-0464 Facsimile: (337) 233-0438

Lender	Initial Funding Commitment	Second Funding Commitment	Third Funding Commitment	Total Commitment
Clearlake Capital Partners IV Finance, L.P.	\$6,000,000	\$1,000,000	\$3,000,000	\$10,000,000
Total:	\$6,000,000	\$1,000,000	\$3,000,000	\$10,000,000

SCHEDULE 1.1(A)
Existing Equity Holders

KNIGHT ENERGY HOLDINGS, LLC

	<u>Class A</u>	<u>Class B</u>
Mark E. Knight	25,658.14	103,336
Bryan R. Knight	25,658.14	227,270
Kelley Knight Sobiesk	25,658.14	227,270
Mark E. Knight 2010 Trust No. 1	0	966
Bryan R. Knight 2010 Trust No. 1	0	966
Kelley Knight Sobiesk 2010 Trust No. 1	0	966
MEK 2012 Family Trust No. 1	14,130(1)	114,026.33(2)
BRK 2012 Family Trust No. 1	14,130(1)	114,026.33(2)
KKS 2012 Family Trust No. 1	14,130(1)	114,026.33(2)
Mark Knight Family 2012 Trust No. 1	0	123,934(3)
	<hr/>	<hr/>
Total	119,364.42	1,026,787
	<hr/>	<hr/>

HMC LEASING, LLC

Mark Knight	33 1/3%
Bryan Knight	33 1/3%
Kelley Sobiesk	<u>33 1/3%</u>
Total	100%

KNIGHT FAMILY ENTERPRISES, LLC

Ann Knight	10%
Mark Knight	6.41%
Bryan Knight	6.41%
Kelley Sobiesk	6.41%
Mark E Knight 2010 Trust No 1	23.59%
Kelley Knight Sobiesk 2010 Trust No 1	23.59%
Bryan Knight 2010 Trust No 1	<u>23.59%</u>
Total	100%

SCHEDULE 4.1
Organizational Information

Restricted Entity	Formation/ Organization
Knicht Energy Holdings, LLC	Louisiana
Knicht Oil Tools, LLC	Louisiana
Knicht Manufacturing, LLC	Louisiana
KDCC, LLC	Louisiana
Tri-Drill, LLC	Louisiana
Advanced Safety and Training Management, LLC	Louisiana
Knicht Information Systems, L.L.C.	Louisiana
HMC Leasing, LLC	Louisiana
Knicht Family Enterprises, L.L.C.	Louisiana
Knicht International, L.L.C.	Louisiana
Knicht Dutch Holdings, L.L.C.	Louisiana
Knicht Resources, LLC	Louisiana
Knicht Aviation, L.L.C.	Louisiana
Rayne Properties, L.L.C.	Louisiana
El Caballero Ranch, Inc.	Texas
HMC Investments, L.L.C.	Louisiana
Knicht International Acquisitions, LLC	Louisiana
Knicht Security, LLC	Louisiana
Knicht Research & Development, LLC	Louisiana
Knicht Oil Tools Netherlands Cooperatief U.A.	Netherlands
Knicht Oil Tools (Dutch Holdings) B.V.	Netherlands
Knicht Oil Tools do Brasil Serviços Ltda	Brazil
Knicht Oil Tools Colombia SAS	Colombia
Knicht Oil Tools Middle East DMCC	Dubai, UAE
Knicht Oil Tools (Australia) PTY LTD	Western Australia
Cool Group Limited	United Kingdom
KOT Knicht Oil Tools International for Oilfield Services Limited	Kurdistan/Iraq
Global Rentals UK Limited	United Kingdom
Pedem Limited	United Kingdom
Pedem, Inc.	United Kingdom
Knicht Oil Tools UK Acquisitions Company Limited	United Kingdom
Pedem Norway AS	Norway
Knicht Oil Tools Norway AS	Norway
Knicht Oil Tools Holland BV	Netherlands
Knicht Oil Tools Switzerland GmbH	Switzerland

SCHEDULE 4.11**Subsidiaries**

Company	Owner(s)
Knight Oil Tools, LLC	Knight Energy Holdings, LLC (100%)
Knight Manufacturing, LLC	Knight Energy Holdings, LLC (100%)
KDCC, LLC	Knight Energy Holdings, LLC (100%)
Tri-Drill, LLC	Knight Energy Holdings, LLC (100%)
Advanced Safety and Training Management, LLC	Knight Energy Holdings, LLC (100%)
Knight Resources, LLC	Knight Energy Holdings, LLC (100%)
Knight Security, LLC	Knight Energy Holdings, LLC (100%)
Knight Information Systems, L.L.C.	Knight Energy Holdings, LLC (100%)
El Caballero Ranch, Inc.	Knight Energy Holdings, LLC (100%)
Rayne Properties, L.L.C.	Knight Energy Holdings, LLC (100%)
Knight Aviation, L.L.C.	Knight Energy Holdings, LLC (100%)
Knight International, L.L.C.	Knight Energy Holdings, LLC (100%)
Knight Research & Development, LLC	Knight Energy Holdings, LLC (100%)
Knight Dutch Holdings, L.L.C.	Knight International, L.L.C. (100%)
HMC Investments, L.L.C.	HMC Leasing, LLC (100%)
Knight Oil Tools Netherlands Cooperatief U.A.	Knight International, L.L.C. (99%) Knight Dutch Holdings, L.L.C. (1%)
Knight Oil Tools (Dutch Holdings) B.V.	Knight Oil Tools Netherlands Cooperatief U.A. (100%)
Knight Oil Tools do Brasil Serviços Ltda	Knight Oil Tools (Dutch Holdings) B.V. (99%) Knight International Acquisitions, LLC (1%)
Knight Oil Tools Switzerland GmbH	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Knight Oil Tools Colombia SAS	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Knight Oil Tools Middle East DMCC	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Knight Oil Tools (Australia) PTY LTD	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Knight Oil Tools UK Acquisition Company Limited	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Cool Group Limited	Knight Oil Tools UK Acquisition Company Limited (100%)
KOT Knight Oil Tools International for Oilfield Services Limited	Knight Oil Tools (Dutch Holdings) B.V. (100%)
Knight Oil Tools Norway AS	Cool Group Limited (100%)
Knight Oil Tools Holland BV	Knight Oil Tools Norway AS (100%)
Global Rentals UK Limited	Cool Group Limited (100%)
Pedem Limited	Cool Group Limited (100%)
Pedem, Inc.	Cool Group Limited (100%)
Pedem Norway AS	Cool Group Limited (100%)

EXHIBIT A
FORM OF ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (this “Assignment and Acceptance”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]¹ Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]² Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]³ hereunder are several and not joint.]⁴ Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions for Assignment and Acceptance set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions for Assignment and Acceptance and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including without limitation any guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

[Assignor [is] [is not] a Defaulting Lender]

2. Assignee[s]: _____

¹ For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

² For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

³ Select as appropriate.

⁴ Include bracketed language if there are either multiple Assignors or multiple Assignees.

[for each Assignee, indicate [Affiliate] of [*identify Lender*]

3. Borrowers:

Knight Energy Holdings, LLC,
Knight Oil Tools, LLC,
Knight Manufacturing, LLC,
KDCC, LLC,
Tri-Drill, LLC,
Advanced Safety and Training Management, LLC,
Knight Information Systems, L.L.C.,
HMC Leasing, LLC,
Knight Family Enterprises, L.L.C.,
Knight Aviation, L.L.C.,
Rayne Properties, L.L.C.,
El Caballero Ranch, Inc.,
Hmc Investments, L.L.C.,
Knight Security, LLC, and
Knight Research & Development, LLC

4. Administrative Agent: CANTOR FITZGERALD SECURITIES, as administrative agent under the Credit Agreement.

5. Credit Agreement: Credit Agreement dated August 9, 2017 among the Borrowers, the Lenders party thereto from time to time, and Cantor Fitzgerald Securities, as Administrative Agent.

6. Assigned Interest[s]:

Assignor[s]	Assignee[s]	Aggregate Amount of Commitments /Advances for all Lenders	Amount of Commitment / Advances Assigned ⁵	Percentage Assigned of Commitment / Advances ⁶	CUSIP Number
		\$	\$	%	
		\$	\$	%	
		\$	\$	%	

7. Trade Date: _____⁷

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

⁵ Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

⁶ Set forth, to at least 9 decimals, as a percentage of the Commitment / Advances of all Lenders thereunder.

⁷ To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR[S]⁸
[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE[S]
[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

⁸ Add additional signature blocks as needed.

[Consented to and]⁹ Accepted:

CANTOR FITZGERALD SECURITIES,
as Administrative Agent

By: _____

Name: _____

Title: _____

[Consented to:]¹⁰

KNIGHT ENERGY HOLDINGS, LLC

By: _____

Name: _____

Title: _____

⁹ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

¹⁰ To be added only if the consent of the Borrower Representative is required by the terms of the Credit Agreement.

**STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ACCEPTANCE**

1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any Subsidiary or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by any Borrower, any Subsidiary or any other Person of any of its obligations under any Credit Document.

1.2. Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 9.7 of the Credit Agreement (subject to such consents, if any, as may be required under Section 9.7 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.2 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase [the][such] Assigned Interest, and (vii) if it is not incorporated under the laws of the United States of America or a state thereof, attached to this Assignment and Acceptance is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law 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).

EXHIBIT B
FORM OF GUARANTY AGREEMENT

This Guaranty Agreement dated as of [____] (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Guaranty”) is executed by each of the undersigned (individually a “Guarantor” and collectively, the “Guarantors”), in favor of Cantor Fitzgerald Securities, as Administrative Agent (as defined below) for the ratable benefit of the Secured Parties.

INTRODUCTION

A. This Guaranty is given in connection with 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.

B. Each Guarantor (other than the Borrowers) is a Subsidiary (as defined in the Credit Agreement) of a Borrower and each of the transactions contemplated by the Credit Agreement and the other Credit Documents is (a) in furtherance of such Subsidiary’s corporate, limited liability company or partnership purposes, (b) necessary or convenient to the conduct, promotion or attainment of such Subsidiary’s business, and (c) for such Subsidiary’s direct or indirect benefit.

C. Each Borrower is a party to this Guaranty in order to guarantee the Obligations to the extent that the Obligations were directly incurred by a Credit Party other than such Borrower.

D. Each Guarantor is executing and delivering this Guaranty (i) to induce the Lenders to provide and to continue to provide Advances under the Credit Agreement and (ii) intending it to be a legal, valid, binding, enforceable and continuing obligation of such Guarantor.

NOW, THEREFORE, in consideration of the premises, each Guarantor hereby agrees as follows:

Section 1. Definitions. All capitalized terms not otherwise defined in this Guaranty, including those in the preamble and recitals above, that are defined in the Credit Agreement shall have the meanings assigned to such terms by the Credit Agreement.

Section 2. Guaranty.

(a) Each Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment and performance, when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, whether absolute or contingent and whether for principal, interest (including, without limitation, interest that but for the existence of a bankruptcy, reorganization or similar proceeding would accrue), fees, amounts required to be provided as collateral, indemnities, expenses or otherwise (collectively, the “Guaranteed Obligations”). Without limiting the generality of the foregoing, each Guarantor’s liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any Credit Party to the Administrative Agent or any Lender under the Credit Documents but for the fact that they are unenforceable or not allowable due to insolvency or the existence of a bankruptcy, reorganization or similar proceeding involving such Credit Party.

(b) If any or all of the Guaranteed Obligations are not duly paid or performed by a Borrower and are not recoverable under Section 2(a) for any reason whatsoever, such Guaranteed Obligations shall, as a separate and distinct obligation, be recoverable by the Secured Parties from each Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Secured Parties forthwith after demand therefor as provided herein.

(c) In order to provide for just and equitable contribution among the Guarantors, the Guarantors agree that in the event a payment shall be made on any date under this Guaranty by any Guarantor (the “Funding Guarantor”), each other Guarantor (each a “Contributing Guarantor”) shall indemnify the Funding Guarantor in an amount equal to the amount of such payment, in each case multiplied by a fraction the numerator of which shall be the net worth of the Contributing Guarantor as of such date and the denominator of which shall be the aggregate net worth of all the Contributing Guarantors together with the net worth of the Funding Guarantor as of such date. Any Contributing Guarantor making any payment to a Funding Guarantor pursuant to this Section 2(b) shall be subrogated to the rights of such Funding Guarantor to the extent of such payment.

(d) [Reserved].

(e) Anything contained in this Guaranty to the contrary notwithstanding, the obligations of each Guarantor under this Guaranty on any date shall be limited to a maximum aggregate amount equal to the largest amount that would not, on such date, render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the United States Bankruptcy Code (11 U.S.C. §§ 101 *et. seq.*) or any applicable provisions of comparable laws relating to bankruptcy, insolvency, or reorganization, or relief of debtors (collectively, the “Fraudulent Transfer Laws”), but only to the extent that any Fraudulent Transfer Law has been found in a final non-appealable judgment of a court of competent jurisdiction to be applicable to such obligations as of such date, in each case:

(i) after giving effect to all liabilities of such Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws, but specifically excluding:

(A) any liabilities of such Guarantor in respect of intercompany indebtedness to any Borrower or other Affiliates of any Borrower to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Guarantor hereunder;

(B) any liabilities of such Guarantor under this Guaranty; and

(C) any liabilities of such Guarantor under each of its other guarantees of and joint and several co-borrowings of Debt, in each case entered into on the date this Guaranty becomes effective, which contain a limitation as to maximum amount substantially similar to that set forth in this Section 2(e) (each such other guaranty and joint and several co-

borrowing entered into on the date this Guaranty becomes effective, a “Competing Guaranty”) to the extent such Guarantor’s liabilities under such Competing Guaranty exceed an amount equal to (1) the aggregate principal amount of such Guarantor’s obligations under such Competing Guaranty (notwithstanding the operation of that limitation contained in such Competing Guaranty that is substantially similar to this Section 2(e)), multiplied by (2) a fraction (i) the numerator of which is the aggregate principal amount of such Guarantor’s obligations under such Competing Guaranty (notwithstanding the operation of that limitation contained in such Competing Guaranty that is substantially similar to this Section 2(e)), and (ii) the denominator of which is the sum of (x) the aggregate principal amount of the obligations of such Guarantor under all other Competing Guaranties (notwithstanding the operation of those limitations contained in such other Competing Guaranties that are substantially similar to this Section 2(e)), (y) the aggregate principal amount of the obligations of such Guarantor under this Guaranty (notwithstanding the operation of this Section 2(e)), and (z) the aggregate principal amount of the obligations of such Guarantor under such Competing Guaranty (notwithstanding the operation of that limitation contained in such Competing Guaranty that is substantially similar to this Section 2(e)); and

(ii) after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification or contribution of such Guarantor pursuant to applicable law or pursuant to the terms of any agreement (including any such right of contribution under Section 2(b)).

Section 3. Guaranty Absolute. Each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Credit Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Secured Party with respect thereto but subject to Section 2(e) above. The obligations of each Guarantor under this Guaranty are independent of the Guaranteed Obligations or any other obligations of any other Person under the Credit Documents, and a separate action or actions may be brought and prosecuted against a Guarantor to enforce this Guaranty, irrespective of whether any action is brought against any Borrower, any Guarantor or any other Person or whether any Borrower, any Guarantor or any other Person is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives, to the fullest extent not prohibited by applicable law, any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Credit Document or any agreement or instrument relating thereto or any part of the Guaranteed Obligations being irrecoverable;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other obligations of any Person under the Credit Documents or any other amendment or waiver of or any consent to departure from any Credit Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to the Borrowers or otherwise;

(c) any taking, exchange, release or non-perfection of any lien in any collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any collateral for all or any of the

Guaranteed Obligations or any other obligations of any other Person under the Credit Documents or any other assets of any Borrower or any Guarantor;

(e) any change, restructuring or termination of the corporate, limited liability or partnership structure or existence of any Borrower or any Guarantor;

(f) any failure of any Secured Party to disclose to any Borrower or any Guarantor any information relating to the business, condition (financial or otherwise), operations, properties or prospects of any Person now or in the future known to the Administrative Agent, any Lender or any other Secured Party (and each Guarantor hereby irrevocably waives any duty on the part of any Secured Party to disclose such information);

(g) any signature of any officer of any Borrower or any Guarantor being mechanically reproduced in facsimile or otherwise;

(h) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Borrower, any Guarantor or any other Person against any Secured Party;

(i) the insolvency, bankruptcy arrangement, reorganization, adjustment, composition, liquidation, disability, dissolution or lack of power of any Borrower, any Guarantor or any other Person at any time liable for the payment of all or part of the Guaranteed Obligations or the failure of the Administrative Agent or any other Secured Party to file or enforce a claim in bankruptcy or other proceeding with respect to any Person;

(j) any sale, lease or transfer of any or all of the assets of any Borrower, any Guarantor, or any changes in the holders of equity of any Borrower or any Guarantor;

(k) any failure of the Administrative Agent or any other Secured Party to take any action whatsoever to mitigate or reduce any Borrower's or any Guarantor's liability hereunder or any other Credit Document;

(l) any Legal Requirement which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation;

(m) the possibility that the Guaranteed Obligations may at any time and from time to time exceed the aggregate liability of such Guarantor under this Guaranty;

(n) any defense arising by reason of any failure of any Secured Party to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guaranty, partial payment or non-payment of all or any part of the Guaranteed Obligations and the existence, creation, or incurring of new or additional Guaranteed Obligations;

(o) any defense arising by reason of any incapacity, lack of authority, or other defense of a Borrower or any other person, or by reason of any limitation, postponement or prohibition on a Secured Party's rights to payment, or the cessation from any cause whatsoever of the liability of a Borrower or any other person with respect to all or any part of the Guaranteed Obligations (other than payment to the Secured Parties in full), or by reason of any act or omission of the Secured Parties or others which directly or indirectly results in the discharge or release of any Borrower or any other person or of all or any part of the

Guaranteed Obligations or any security or guarantee therefor, whether by contract, operation of law or otherwise;

(p) any defense arising by reason of the failure of the Secured Parties to marshal assets;

(q) any defense based upon any failure of the Secured Parties to give to any Borrower or Guarantor notice of any sale or other disposition of any property securing any or all of the Guaranteed Obligations or any other guarantee thereof, or any notice that may be given in connection with any sale or other disposition of any such property; or

(r) any other circumstance or any existence of or reliance on any representation by any Secured Party that might otherwise constitute an equitable or legal defense available to, or an equitable or legal discharge of, any Borrower, any Guarantor or any other guarantor, surety or other Person.

Section 4. Continuation and Reinstatement, Etc. Each Guarantor agrees that, to the extent that payments of any of the Guaranteed Obligations are made, or any Secured Party receives any proceeds of collateral, and such payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, or otherwise required to be repaid, then to the extent of such repayment the Guaranteed Obligations shall be reinstated and continued in full force and effect as of the date such initial payment or collection of proceeds occurred. **EACH GUARANTOR SHALL DEFEND AND INDEMNIFY EACH SECURED PARTY FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, LIABILITY, COST, OR EXPENSE UNDER THIS SECTION 4 (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) IN THE DEFENSE OF ANY SUCH ACTION OR SUIT, INCLUDING SUCH CLAIM, DAMAGE, LOSS, LIABILITY, COST, OR EXPENSE ARISING AS A RESULT OF THE INDEMNIFIED SECURED PARTY'S OWN NEGLIGENCE BUT EXCLUDING SUCH CLAIM, DAMAGE, LOSS, LIABILITY, COST, OR EXPENSE THAT IS FOUND IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH INDEMNIFIED SECURED PARTY'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT IT IS THE INTENTION OF EACH GUARANTOR HERETO THAT EACH INDEMNIFIED SECURED PARTY BE INDEMNIFIED IN THE CASE OF ITS OWN NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE), REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE OR CONTRIBUTORY, ACTIVE OR PASSIVE, IMPUTED, JOINT OR TECHNICAL.**

Section 5. Waivers and Acknowledgments.

(a) Each Guarantor, to the fullest extent not prohibited by applicable law, hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that any Secured Party protect, secure, perfect or insure any Lien or any property or exhaust any right or take any action against any Borrower or any other Person or any collateral.

(b) Each Guarantor, to the extent not prohibited by applicable law, hereby irrevocably waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements involving the Borrowers or any Guarantor contemplated by the Credit Documents and that the waivers set forth in this Guaranty are knowingly made in contemplation of such benefits.

Section 6. Subrogation and Subordination.

(a) No Guarantor will exercise any rights that it may now have or hereafter acquire against any Borrower or any other Person to the extent that such rights arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Guaranty or any other Credit Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Secured Party against any Borrower or any other Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Borrower or any other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the occurrence of the Termination Date (as defined below). If any amount shall be paid to a Guarantor in violation of the preceding sentence at any time prior to or on the Termination Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Administrative Agent to be credited and applied to the Guaranteed Obligations and any and all other amounts payable by the Guarantors under this Guaranty, whether matured or unmatured, in accordance with the terms of the Credit Documents. For purposes of this Guaranty, "Termination Date" means, subject to Section 4, the date on which each of the following shall have occurred: the termination of the Credit Agreement and the payment in full of all outstanding Advances and all other Obligations.

(b) Each Guarantor agrees that, until two years and one day after the Termination Date, all Subordinated Guarantor Obligations (as hereinafter defined) are and shall be subordinate and inferior in rank, preference and priority to all obligations of such Guarantor in respect of the Guaranteed Obligations hereunder, and such Guarantor shall, if requested by the Administrative Agent, execute a subordination agreement reasonably satisfactory to the Administrative Agent to more fully set out the terms of such subordination. Each Guarantor agrees that none of the Subordinated Guarantor Obligations shall be secured by a lien or security interest on any assets of such Guarantor or any ownership interests in any Subsidiary of such Guarantor. "Subordinated Guarantor Obligations" means any and all obligations and liabilities of a Guarantor owing to any Borrower or any other Guarantor, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs.

Section 7. Representations and Warranties. Each Guarantor hereby represents and warrants as follows:

(a) There are no conditions precedent to the effectiveness of this Guaranty. Such Guarantor benefits from executing this Guaranty.

(b) Such Guarantor has, independently and without reliance upon the Administrative Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guaranty, and such Guarantor has established adequate means of obtaining from each Borrower and each other relevant Person on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial and otherwise), operations, properties and prospects of each Borrower and each other relevant Person.

(c) The obligations of such Guarantor under this Guaranty are the valid, binding and legally enforceable obligations of such Guarantor, (except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and (ii) general principles of equity whether applied by a court of law or equity). The execution, delivery, and performance by each Guarantor of this Guaranty (i) are within such Guarantor's corporate,

limited liability company or partnership, as applicable, powers, (ii) have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable, (iii) do not contravene any articles or certificate of incorporation or organization or bylaws or partnership or limited liability company operating agreement, as applicable, binding on or affecting such Guarantor, other than those for which waivers or consents have been obtained, (iv) do not contravene any law or any material contractual obligation binding on or affecting such Guarantor, (v) do not result in or require the creation or imposition of any Lien prohibited by the Credit Agreement, and (vi) do not require any authorization or approval or other action by, or any notice or filing with, any Governmental Authority other than (A) those that have been obtained and (B) filings necessary to perfect Liens created pursuant to the Credit Documents.

Section 8. Right of Set-Off. Upon the occurrence and during the continuance of any Event of Default, any Lender or the Administrative Agent, any other Secured Party and each of their respective Affiliates is hereby authorized at any time, to the fullest extent permitted by law, to set-off and apply any deposits (general or special, time or demand, provisional or final) and other indebtedness owing by such Secured Party to the account of any Guarantor against any and all of the obligations of such Guarantor under this Guaranty, irrespective of whether or not such Secured Party shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured or are owed to a branch or office of the Administrative Agent, such Lender, such Affiliate, or such other Secured Party different from the branch or office holding such deposit or obligated on such indebtedness. Such Secured Party shall promptly notify the affected Guarantor after any such set-off and application is made, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Secured Parties under this Section 8 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which any Secured Party may have.

Section 9. Amendments, Etc. No amendment or waiver of any provision of this Guaranty and no consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the affected Guarantor and the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 10. Notices, Etc. All notices and other communications provided for hereunder shall be sent in the manner provided for in Section 9.9 of the Credit Agreement, in writing and hand delivered with written receipt, telecopied, sent by facsimile, sent by a nationally recognized overnight courier, or sent by certified mail, return receipt requested, if to a Guarantor, at the address set forth for the Borrower Representative in the Credit Agreement, and if to any Secured Party, at its address specified in or pursuant to the Credit Agreement. All such notices and communications shall be effective when delivered.

Section 11. No Waiver: Remedies. No failure on the part of the Administrative Agent or any other Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 12. Continuing Guaranty: Assignments under the Credit Agreement. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the Termination Date, (b) be binding upon each Guarantor and its successors and assigns and (c) inure to the benefit of and be enforceable by the Administrative Agent, each Lender, and their respective successors, and, in the case of transfers and assignments made in accordance with the Credit Agreement, transferees and assigns. Without limiting the generality of the foregoing clause (c), subject to Section 9.7 of the Credit Agreement, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the