

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION**

In re:	§	Chapter 11
	§	
HII TECHNOLOGIES, INC., <i>et al.</i>¹	§	15-60070 (DRJ)
Debtors	§	(Jointly Administered)

MOTION TO 1) SELL CERTAIN ASSETS UNDER 11 U.S.C. § 363 FREE OF LIENS, CLAIMS AND ENCUMBRANCES; 2) APPROVE LEASE OF HYDROFLOW UNITS TO PURCHASER; 3) ASSIGN THE HYDROFLOW DISTRIBUTION AGREEMENT; AND 4) APPROVE BREAKUP FEE AND BIDDING PROCEDURE

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

A HEARING HAS BEEN REQUESTED FOR December 14, 2015 AT 2:30 P.M. AT 515 RUSK, COURTROOM 400, HOUSTON, TEXAS.

To the Honorable David R. Jones, United State Bankruptcy Judge:

HII Technologies, Inc. and its subsidiaries, as debtors and debtors in possession in these chapter 11 cases (collectively, the “Debtors”), seek entry of an order, pursuant to Bankruptcy Code sections 363, 105, and 365, authorizing the Debtors to sell assets free and clear of liens,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: (i) Apache Energy Services, LLC (4404); (ii) Aqua Handling of Texas, LLC (4480); (iii) HII Technologies, Inc. (3686); (iv) Sage Power Solutions, Inc. fka KMHVC, Inc. (1210); and (v) Hamilton Investment Group, Inc. (0150).

claims and encumbrances and enter into a lease agreement with the Purchaser² of Purchased Assets³, approve the assignment of the HydroFlow Distribution Agreement, and approve the opportunity for higher bids on the assets to be sold and, if overbid, a breakup fee to Enservco, the stalking horse bidder.

BACKGROUND

1. On September 18, 2015, the Debtors each filed voluntary petitions under chapter 11 of title 11, United States Code. The Debtors' cases are jointly administered under Case No. 15-60070. Additional background information on the Debtors may be found in the First Day Affidavit (dkt #10).

2. The Debtors own assets in Texas and Oklahoma related to water transportation and treatment. Some of their equipment treats frac water killing bacteria using high voltage. These devices are called HydroFlow Units. The Debtors will continue to own the HydroFlow Units but lease them to the purchaser of the assets being sold. The terms of the sale and Purchased Assets are listed on the attached **Exhibit A**, subject to further documentation, including the lease of the HydroFlow Units and assignment of the Distribution Agreement (defined below).

3. **Distribution Agreement.** The Debtors own an exclusive right to distribute HydroFlow equipment in the United States for frac-water treatment under the contract between the Debtor, Apache Energy Services, LLC ("AES"), and HydroFlow Holdings U.S.A., LLC ("Distribution Agreement"). Enservco, the stalking-horse bidder, is in a similar business and desires to use the HydroFlow Units and provide services with them.

² The entity acquiring the purchased assets, either Enservco or the winning bidder.

³ Assets described on Exhibit "A".

4. The Debtors will lease their existing HydroFlow Units to the Purchaser, but will also assign the right to purchase and distribute the HydroFlow Units and transfer rights under the Distribution Agreement. The HydroFlow manufacturer has been in communication with Enservco about the Distribution Agreement and has not objected to its proposed transfer.

5. **Plan Expected to Protect Core Business.** The Debtors have a core business that is currently being negotiated with a party or parties to fund a Plan of Reorganization to infuse new money into the Debtors and emerge from bankruptcy as a reorganized company. A plan is being drafted. There are residual assets that are not part of the Debtors' core business, including equipment and other assets that are collateral of the DIP Lenders.

6. **Auction Cancelled.** The Debtors originally scheduled an auction of many assets and hired an auctioneer with Court approval. The Auctioneer, Hilco, would receive an 18% buyers' premium from buyers purchasing the Debtors' assets at auction. Hilco has been assisting with the marketing of assets and work with Enservco or other bidders. Hilco is also motivated to get the highest price, since their commission is a straight percentage. Hilco has advised that, in their opinion, the price offered by Enservco is as good or better than what would be received at auction for the Purchased Assets.

7. The price offered by Enservco as a stalking horse corresponds with the pre-bankruptcy Hilco initial appraisals (with deductions from the initial appraisal for assets subsequently returned to lenders/lessors and assets that are absent or damaged). The Debtors have negotiated with Enservco to increase the consideration and reduce deductions for absent assets. Enservco, as an inseparable part of the offer to purchase, will lease the HydroFlow Units from the Debtors, permitting them to continue in their core business and receive future rental income.

8. **Higher and Better Bids.** The Committee and the Debtors have insisted that the sale to Enservco be subject to a competitive bidding process for higher and better cash bids. Enservco has agreed that they will participate in a bidding process for higher cash bids but has negotiated a reasonable breakup fee to compensate them for their due diligence and efforts to bring extra bidders. The first overbid of \$100,000 will more than pay the proposed breakup fee and reimbursement of Enservco's expenses of \$75,000.

9. **Procedure for Auction and Hearing.** To save time, both with holding a sale hearing and concurrently giving a fair opportunity for third parties to prepare a cash bid, the Debtors propose a sale hearing with the following agenda:

- a. New bidders identify themselves, if any (if there are no other bidders, the Court proceeds with the hearing).
- b. (Assuming another cash bidder), the Court determines whether a breakup fee is appropriate.
- c. Any disputes over whether a person is a cash bidder with capability to promptly close are resolved before an auction.
- d. Hearing is recessed for a cash auction outside of the presence of the Court.
- e. The Court hears the motion to approve the sale to the Purchaser.
- f. If approved, the Sale closes within 3 days.

10. **DIP Loan Deadlines Extended.** The DIP Lenders have participated in the process with the Committee and Debtor and have agreed to make cash available under an extended budget and to extend the deadlines set forth in the Final DIP Order (dkt #146) to facilitate plan confirmation and this proposed sale.

JURISDICTION

11. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334, and venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b). The Court has authority to enter final orders in this matter.

RELIEF REQUESTED

12. The Debtors seek to sell the assets shown on the attached offer free and clear of any and all liens, claims and encumbrances under 11 U.S.C. §363, assign the Distribution Agreement, and retain other assets. The Debtors seek authority to enter into a lease agreement for the HydroFlow Units, which requires Court approval under 11 U.S.C. § 363 because it is a use of lease outside of the ordinary course.⁴ Likewise, the Debtors seek to approve the overbid and breakup fee and an auction, if needed. Though the local rules require submission of the attached proposed order, the Purchaser has not reviewed or approved the form of order and thus the Debtors believe that the final order to approve the sale will vary to meet the requirements of the Purchaser.

LEGAL BASIS FOR RELIEF REQUESTED

13. Bankruptcy Code section 363(b) authorizes a debtor to use, lease, or sell assets of the estate other than in the ordinary course of business and permits sale free and clear of liens, claims and encumbrances with all liens attaching to the proceeds of sale. *See* 11 U.S.C. § 363.

14. The Fifth Circuit has held that section 363 incorporates a “business judgment standard” for use, sale or lease of property of the estate outside of the ordinary course of business. *See In re Asarco, Inc. v. Elliot Mgmt. (In re Asarco, L.L.C.)*, 650 F.3d 593, 601 (5th Cir. 2011). The Fifth Circuit further noted that “[t]he business judgment standard is flexible and

⁴ The Debtors do not believe that the Distribution Agreement is an executory contract. However, to the extent the Distribution Agreement is an executory contract, the Debtors request authority to assume and assign such contract under sections 363 and 365 of the Bankruptcy Code.

encourages discretion. Whether the proffered business justification is sufficient depends on the case. . . . The bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.” *Id.* (quoting *In re Cont’l Air Lines, Inc.*, 780 F.2d 1223, 126 (5th Cir. 1986)). The “business judgment” standard likewise applies for break-up fees or similar provisions contained within sale procedures. *See id.* at 602–03 (affirming decision to apply the business-judgment standard to motion to reimburse qualified bidders for expenses incurred in connection with the sale of a substantial portion of estate assets).

15. In evaluating a sale, a court must balance the need for flexibility with the concern of affected creditors. *In re Terrace Gardens Park Partnership*, 96 B.R. 707, 715 (Bankr. W.D. Tex. 1989). The Court must also determine that creditors’ lien rights are adequately protected and that the offered price is the highest price obtainable under the circumstances in the particular case. *Id.*; *In re Beker Indus. Corp.*, 63 B.R. 474, 477-78 (Bankr. S.D.N.Y. 1986). As set forth above, the Debtors believe that the purchase price to be paid by Enservco or the qualified bidder(s) submitting the highest and best bid(s) is a fair price and such sale is in the best interest of the Debtors’ bankruptcy estates and their creditors.

16. To the best of the Debtors’ knowledge, the only valid and perfected liens against the Purchased Assets are 1) the DIP Loan (which has extinguished the prepetition loans) and 2) loans of certain former AES insiders for loans issued in connection with the acquisition of AES shares. The rights of both alleged groups of lienholders are not determined by the proposed sale or order.

17. The Debtors intend to sell the Purchased Assets free and clear of all liens, claims, interests and encumbrances, including those of former insiders, pursuant to section 363(f), with

all valid liens, claims, interests and encumbrances to attach to the net proceeds of the sale with the same validity, enforceability, priority, force and effect that they now have as against the Purchased Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties-in-interest with respect to such liens, claims, interests and/or encumbrances.

18. The Debtors' core business will provide oilfield service equipment and water transportation equipment as before, but the Debtors cannot afford to pay the secured lenders the value of their collateral. The Debtors are in material default on secured loans. The Debtors have decided that by selling these assets they reduce the estates' burden and increase the chances of a successful reorganization.

19. The Debtors respectfully submit to the Court that the above facts represent sound business justifications for sale of the assets, a new lease, assignment of the Distribution Agreement, and breakup fee, and is likewise in the best interests of the Debtors, creditors, and equity holders.

WHEREFORE, the Debtors respectfully request that the Court authorize the Debtors to 1) sell the assets shown on **Exhibit A** and execute a lease for the HydroFlow Agreement as described on **Exhibit A** to the winning cash bidder at auction, 2) assign the Distribution

Agreement to the winning bidder, 3) approve the breakup fee to Enservco, and 4) hold a hearing to approve the bidding and sale.

Dated: November 20, 2015.

McKool SMITH, P.C.

By: /s/ Hugh M. Ray, III
Hugh M. Ray, III
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Christopher D. Johnson
State Bar No. 24012913
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Counsel for the Debtors-in-Possession

CERTIFICATE OF SERVICE

By Order of this Court entered as Docket #31, service upon the Master Service List is sufficient notice for sales of property normally covered by Rule 2002. The undersigned certifies that on November 20, 2015, a true and correct copy of this document was served via the ECF system to the parties on the ECF service list, including the United States Trustee, and the pleading is being delivered to the Noticing Agent for service upon the parties on the Master Service List.

/s/ Hugh M. Ray, III
Hugh M. Ray, III



November 20, 2015

lcross@srr.com
Loretta Cross- CRO
HII Technologies, Inc.
Aqua Handling of Texas, LLC
Apache Energy Services, LLC
Hamilton Investment Group, Inc.

Re: Letter of Interest Regarding Proposal to Purchase Frac Water Management Assets of HII Technologies Inc. ("HIIT") and its affiliates through a Chapter 11 bankruptcy sale under 11 U.S.C. § 363 (the "363 Sale")

Dear Ms. Cross:

Enservco Corporation and/or its assigns ("**Purchaser**") is interested in purchasing the Seller's frac water management assets free and clear of liens, claims and interests (the "**Transaction**") in connection with the Chapter 11 case filed by HIIT, Apache Energy Services LLC d/b/a AES Water Solutions, Aqua Handling of Texas, LLC dba AquaTex and Hamilton Investment Group dba Hamilton Water Transfer (collectively the "**Seller**").

Any formal undertaking to complete the Transaction will be subject to certain closing conditions as to be more fully set forth in and underlying agreement and related documents (the "**Definitive Agreement**").

The sellers would be HII Technologies Inc. ("**HIIT**"), Apache Energy Services, LLC d/b/a AES Water Solutions ("**Apache/AES**"), Aqua Handling of Texas, LLC d/b/a AquaTex ("**AquaTex**"), and Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer ("**Hamilton**") (HIIT, Apache/AES, AquaTex and Hamilton are collectively "**Seller**").

The attached pages contain preliminary suggested terms for the purchase, subject to the approval of the Bankruptcy Court. *la 1/1*



Corporate Office

501 S. Cherry St. Suite 320, Denver Co 80246 Phone: 720-974-3400 Fax: 720-974-3417

1. Assets to be
Purchased and
Leased

1.1. Except as set forth in Section 2, all equipment, vehicles, tools, hose, piping, pumps, temporary infrastructure, water transfer, flow back and well testing equipment, frac water recycling equipment, frac water cleaning processes, evaporation equipment, related equipment and other personal property involved in or used by Seller in its Frac Water Management operations, including but not limited to those items listed on the attached Schedule 1.1 (collectively the "Assets"), plus all goods, products, parts and supplies used in connection with the Business (such as mechanic's tools and equipment), wherever located, and whether on hand, on order, in transit, or held by others (the "Equipment") and all manufacturers' warranties, maintenance records, and certifications pertaining to any of the above described Assets.

1.2. All racks, stands, displays, counters, desks, chairs, tables, dispensers, and other furnishings, hardware, tools, and miscellaneous office furniture, fixtures and equipment and other items of tangible property owned by the Seller relating to or used in connection with the Seller's Frac Water Management Business, except any furniture, computers and office equipment located at Seller's Office in Houston, Texas.

1.3. All patents, trademarks, tradenames for Apache/AES, AquaTex and Hamilton and copyrights related to the Business, but not the trade name of HIIT. In addition HIIT will keep the phone number, EIN, or other identifying information of HIIT.

1.4. All rights of Seller under that Sales Agreement dated June 16, 2014 by and between HydroFLOW Holdings U.S.A., LLC and Apache Energy Services LLC.

1.5. A First Lease Agreement for the Seller's two currently owned HydroFLOW Units, in form reasonably satisfactory to Purchaser, that provides for Purchaser's lease of Seller's two currently owned HydroFLOW Units ("Core Asset Group One") at rental cost of \$890.00 per unit per month for twenty-four (24) months with a purchase option in the amount of the fair market value of each unit not to exceed \$3,750.00 per unit at the conclusion of the term of the First Lease Agreement. Purchaser shall have an option to purchase one or both of the two units subject to the First Lease Agreement at any time after three months after commencement of the term of the First Lease Agreement, for \$22,300 per unit.

1.6. A Second Lease Agreement (a master lease), in form

reasonably satisfactory to Purchaser, that provides for Purchaser's lease of 12 inch and 14 inch HydroFLOW Units and surge protectors to be purchased by Seller in a quantity sufficient to satisfy Seller's annual minimum order requirements for 2015 under the HydroFLOW Agreement ("Core Asset Group Two") at rental cost of \$1,525.00 per HydroFLOW unit per month for twenty-four (24) months with a purchase option, at the conclusion of the term of the Second Lease Agreement, in the amount the fair market value of each HydroFLOW Unit, not to exceed \$6,450.00 per unit and a rental cost to be negotiated regarding the lease of any surge protectors. Term and rental payments of this Second Lease will commence upon delivery of the units to Purchaser.

1.7. Core Asset Group One and Core Asset Group Two are the "Core Assets"). Purchaser shall be responsible for all taxes, maintenance, insurance, wear, insurance and loss of any of the Core Assets that are subject to the Lease Agreements between Seller and Purchaser.

1.8. To the extent that Seller or Purchaser discovers any additional assets that are not described herein or listed on Schedule 1.1 hereto ("Additional Assets") Purchaser shall have a first right of refusal to purchase or lease the Additional Assets. The procedure regarding timing of Purchaser's offer to purchase any Additional Assets and Seller's acceptance or rejection of any such offer, shall be included in the Definitive Agreement. Seller shall give written notice to Purchaser of the discovery of any Additional Assets, within ten days of such discovery. This provision shall survive the Closing Date.

2. Excluded Assets:
Seller represents that the Excluded Assets will be used in the operations of Seller going forward.

2.1 The Core Assets subject to the Lease Agreements described in Sections 1.5-1.7.

2.2 All rights of Seller under any contract between the Seller and any third party and to which consent to assignment to the Purchaser is required, but has not been obtained by the Closing Date.

2.2 Any cash, cash equivalents (including certificates of deposit and other time deposits), accounts receivable and marketable securities, wherever located. Any depository, checking or other accounts of Seller at any bank or financial institution.

2.3 All equipment and other tangible personal property, wherever located, together with all manufacturers' warranties pertaining to the same that are subject to personal property leases that are not assumed by Purchaser. *As per*

2.4 Any avoidance actions.

2.5 Any claims to proceeds under insurance policies relating to the assets, properties, business or operations of Seller where the related incident or event of loss occurred before the Closing Date.

2.6 Any directors' and officers' liability insurance policies of the Seller and the proceeds thereof.

2.7 Any claims arising out of, relating to, or reasonably necessary to enforce or enjoy the benefits of any contract not assumed by Purchaser or any Excluded Asset.

2.8 Any Business permits.

2.9 Any books and records relating to any pre-Closing Period that the Seller is under legal requirement to retain, including (a) tax returns, financial statements, and corporate or other entity filings, (b) minute books, stock ledgers, and stock certificates of any subsidiaries of Seller, and (c) documents relating to proposals to acquire the Business by persons other than Purchaser.

2.10 Any materials containing information disclosure of which by Seller to Purchaser would breach any privacy laws, contractual obligation of confidentiality, statute, common law duty, or regulation to which Seller may be subject, including, but not limited to:

1) all employee information, health insurance information, tax information, books and records of the operations or finances of the Seller, and/or

2) emails, communications or correspondence of the Seller, and/or

3) computers, file cabinets, hard drives, network storage, cloud storage or hard drives containing 1 or 2.

2.11 Any software or other item of intangible property held by the Seller pursuant to a license or other Seller's contract where Purchaser does not assume the underlying Seller's contract relating to such intangible personal property at the Closing.

2.12. Komatsu hydraulic excavator model PC200LC-8 (Hilco Lot # 24).

2.13. Any Assets and Equipment, not described in Schedule 1.1.

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2.12. Any Additional Assets not purchased by Seller.

2.14. Any commercial tort claims of the Seller and any and all direct or derivative claims or causes of action against any and all current or former officers, directors, shareholders, members, managers, employees, affiliates and insiders of the Seller.

3. Purchase Price

\$1,225,000 cash at closing. Upon Debtor's filing of a motion to approve a sale pursuant to the Definitive Agreement, Purchaser shall transfer to a third party escrow agent the sum of \$150,000, (such amount, together with any interest accrued thereon prior to the closing date is the "Deposit"). The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of the Seller. If the Closing of a sale of the Assets to Purchaser occurs, the Deposit shall be applied to the Purchase Price. If the transaction does not close for any reason other than Purchasers' breach of a Definitive Agreement, the Deposit shall be delivered to the Purchaser within two business days of Purchaser's delivery of written notice that the Transaction has not closed. The Purchase Price is subject to reduction if, for among other reasons, Purchaser is unable to verify the existence of the Assets owned by Seller as described on the attached Schedule 1, if some of the Assets are damaged after the date the Assets were inspected by Purchaser (being November 3, 2015) and the Closing, and/or Seller does not own all of the Assets described on the attached Schedule 1. 30% of the Purchase Price will be held by the Escrow Agent for 30 days after the Closing to cover any reduction in the Purchase Price due to the non-existence of, intervening damage to, and/or Seller's lack of ownership of, any of the Assets. The method for refund of any reduction of the Purchase Price to Purchaser shall be described in the Definitive Agreement, but to the extent such non-existent, damaged and/or non-owned assets were given a value by Hilco, the reduction in the purchase price will be based on such valuation. The Purchase Price shall not be subject to any buyer's premium, commissions, additional fees or any other mark up, and includes any and all sales and transfer taxes that may be owed as a result of the transactions contemplated in this Letter of Interest. Purchaser represents that it has the current financial capability to pay the Purchase Price as evidenced by the attached letter from Purchaser's bank."

4. Representation and Warranties:

Customary and appropriate Seller's representation and warranties, including, without limitation, ownership, due authorization, enforceability, no material adverse change, free and clear marketable title to the Assets (pursuant to bankruptcy court order), payment of taxes, compliance with laws and licensing requirements, environmental liabilities, perfection and priority of liens securing any existing loans,

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full disclosure, and the accuracy of all representations and warranties in the Definitive Agreement.

5. Covenants: Customary and appropriate affirmative and negative covenants, including, but not limited to, no sales of, or damage to, the Assets, Seller obtaining all necessary corporate and judicial approvals, and other provisions customary and appropriate for a purchase of this type, including exceptions to be mutually agreed upon.
6. Assignment or Participation: The Purchaser's right to purchase the Assets shall be assignable and/or subject to participation, in the sole discretion of Purchaser, and the Definitive Agreements shall include such provision with respect to any assignment and/or participation made by Purchaser.
7. Lease and Sale Motion Seller shall file with the Bankruptcy Court, a motion to approve a sale and lease of the Assets (and assumption and assignment of designated contracts) to Purchaser ("**Sale Motion**"). The Sale Motion shall seek approval of (a) the sale to Purchaser with no requirement that debtor solicit competing bids or conduct an auction (b) cancellation of the Hilco Auction, (c) permission to lease certain equipment (pipe and pumps) to purchaser during the period between entry of the order approving the Sale Motion and the Closing Date and (d) waiver of the 14 day stay contained in Fed. R. Bankr.P.6004(h). The Sale Motion will specifically permit cash bids in excess of the Purchase Price, subject to the breakup fee and expense reimbursement set forth in Section 8.
8. Breakup Fee and Expense Reimbursement Seller may solicit overbids of the Purchase Price for cash in connection with the Sale Motion only if 1) the first overbid exceeds the Purchase Price by \$100,000 cash and 2) the first \$75,000 of the first overbid will be payable to Purchaser as consideration for its due diligence (unless Purchaser is the successful bidder) consisting of a break-up fee in the amount of \$50,000 and an expense reimbursement up to the amount of \$25,000, 3) any such overbid consists of a bid for all of the purchased Assets and the Leases of the Core Assets and such overbid contains terms identical, or substantially similar to the Definitive Agreement other than the Purchase Price. Purchaser may bid at any auction or sales process involving any of the Assets. Purchaser may not credit bid the breakup fee.
9. Conditions Precedent: Purchaser's obligation to close on the Transaction, will be subject to closing conditions set forth in the Definitive Agreement, that shall include, without limitation, the following conditions precedent:
 - 9.1 The Definitive Agreement shall be prepared by counsel to Purchaser and shall be documentation typically used in asset purchases similar to the Transaction under similar market

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conditions in form and substance reasonably satisfactory to Purchaser;

- 9.2 Entry of a final non-appealable Bankruptcy Court order finding that, upon consummation of the transfer, Purchaser is the owner (or counterparty in the shoes of Seller by assumption, sale, assignment or otherwise) of the Sales Agreement dated June 16, 2014 by and between HydroFLOW Holdings U.S.A., LLC ("HydroFLOW") and Apache/AES or (b) Purchaser having entered into a substitute Sales Agreement with HydroFLOW on terms and conditions substantially similar to the Sales Agreement dated June 16, 2014 by and between HydroFLOW and Apache/AES.
- 9.3 Entry of a final and non-appealable Bankruptcy Court order authorizing the Seller to enter into the Transaction, approving the Purchaser as a good faith purchaser, and ordering that any sales and/or transfer taxes shall be payable by the Debtors from the sales proceeds, in form acceptable to the Purchaser in its discretion.
- 9.4 Entry of a final and non-appealable Bankruptcy Court order authorizing the Lease Agreement set forth in Section 1.6.
- 9.5 All bankruptcy court approvals necessary or advisable in connection with the sale of the Business of Seller shall have been obtained and be in full force and effect. Provided, further and notwithstanding anything to the contrary herein, Purchaser shall also have obtained or otherwise be satisfied with all necessary consents, approvals or other authorizations in connection with the transactions contemplated herein or in the Definitive Agreement;
- 9.6 Except as set forth on disclosure schedules in form and substance satisfactory to Purchaser, there shall exist no pending or threatened material litigation, proceedings or investigations that purports to affect the Assets or that could reasonably be expected to have a material adverse effect on the Assets;
- 9.7 All information which was made available prior to the Closing of the Transaction shall be accurate, complete and not misleading and no additional information shall have been disclosed to or discovered by Purchaser which Purchaser reasonably believes has or may have a material adverse effect on the Assets, from the information so previously made available; *fw* *WC*

9.8. All documents required to be delivered under the Definitive Agreement including documentation relating to the Assets and officers' certificates, shall have been delivered to Purchaser; and

9.9 The Purchase Price has been paid to the Seller and all other conditions precedent to closing of the Transaction shall have been satisfied.

Notwithstanding the foregoing, Purchaser may, in its sole discretion, waive one or more of foregoing conditions precedent.

10. Closing: Purchaser and Seller shall use commercially reasonable efforts to finalize the terms of the Definitive Agreement by November 23, 2015 and to close the Transaction no later than 30 days after the Seller files the Sale Motion (the "Closing Date"). Seller shall maintain current payments on all real property leases regarding property where any of the Assets are stored "Asset Yards", through and including the Closing Date and shall not seek to pro-rate or be reimbursed for any prepaid rent. Purchaser shall have the option to set the Closing Date as late as January 4, 2016. If Purchaser allows any of the Purchased Assets to occupy any Asset Yard after January 4, 2016, Purchaser shall be responsible for any rent due in January 2016 for any such Asset Yard for the period of the Purchased Assets' occupancy. Purchaser shall bear the costs of removal of the Purchased Assets from all Asset Yards. Between the time the Court enters the Sale Order and the Closing Date, Purchaser shall have the option to lease certain equipment (including pipe and pumps) during such period for a lease payment to be agreed upon.

11. Proposal Expiration: This proposal will expire by its own terms at 1:00 pm Denver, Colorado time on November 20, 2015, if not accepted and agreed to by Seller and Purchaser on or before that date.


12. Consents and Approvals: The parties hereto will cooperate with one another in good faith to consummate the objectives of this term sheet and obtain court approval of the Sale Motion, Transaction and any other consents or approvals required to complete the Transaction.

13. Confidentiality/ Disclosure: Neither of the parties hereto will release and/or disseminate any information regarding the Transaction to the public until the Sale Motion (except that the Seller may communicate with the Official Committee of Unsecured Creditors and the DIP Lenders).

14. Access: Seller shall provide Purchaser and its authorized representatives such access to the employees, property, assets, books and records of Seller and its subsidiaries and affiliates and will provide Purchaser and its

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authorized representatives with such information with respect to Seller's subsidiaries and affiliates as Purchaser may require from time to time to carry out and complete its due diligence in respect of the Transaction.

15. Governing Law; Disputes: This proposal will be governed by and construed in accordance with the laws of the state of Texas, without regard to Texas's principles of conflicts of laws. If any dispute arises hereunder, the non-prevailing party shall be responsible for all of the prevailing party's reasonable costs and expenses (including attorneys' fees).
16. Binding Effect: Other than the obligations set forth in paragraphs 8,11,13,15 and 16, the parties are not obligated in any manner with respect to this proposal or the transactions contemplated hereby unless and until the parties execute the Definitive Agreement and obtain the necessary approvals required to consummate the Transaction, including without limitation, in the case of Purchaser, approval by its board of directors and, in the case of Seller, approval of its board of directors and court approval. No subsequent negotiations, discussions or drafts shall imply or create any obligations between the parties, it being the intent of both parties not to be bound unless and until a Definitive Agreement has been properly executed by both parties. The parties agree and acknowledge that the proposal does not include all essential terms of the proposed transactions; rather this proposal is intended solely to set forth an outline of certain of the business terms and conditions for purpose of enabling the parties to negotiate and possibly enter into more Definitive Agreements. Except for the binding nature of paragraphs 8, 11, 13, 15 and 16, this proposal shall not constitute an agreement to negotiate and solely constitutes an outline of the terms of negotiation. The parties further agree and acknowledge that, except as expressly set forth herein, prior to entering into such Definitive Agreements, either party may decide and shall be permitted to terminate discussions and not proceed with the transactions for any reason whatsoever, or for no reason, notwithstanding any prior course of conduct to the contrary and neither party owes the other party a duty to negotiate.
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[SIGNATURE PAGE FOLLOWS]

If the terms and conditions of this proposal are acceptable to Seller, please execute and return this proposal to the undersigned.

Respectfully,

Enservco Corporation

By: Rick D Kasch

Rick Kasch, President & CEO

AGREED TO AND ACKNOWLEDGED this 20 day of November, 2015 (and subject to Bankruptcy Court Approval)

HII Technologies, Inc.

By: Loretta Cross
Loretta Cross - CRO

Aqua Handling of Texas, LLC dba AquaTex

By: Loretta Cross
Loretta Cross - CRO

Apache Energy Services, LLC d/b/a AES Water Solutions

By: Loretta Cross
Loretta Cross - CRO

Sage Power Solutions, Inc.

By: Loretta Cross
Loretta Cross - CRO

Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer

By: Loretta Cross
Loretta Cross - CRO

Schedule 1

Item #	Make	Model	Year	Equipment	Serial #	NA	OKC	NA
1	No Make	NA		Kerosene Forced Air Space Heater		NA	OKC	NA
2	No Make	NA		Lot Including Wacker PG2 2" Pump & Honda Gas Engine		NA	OKC	NA
3	Wacker	PT3		3" Gas Powered	20089928	NA	OKC	Honda GX240 Engine;
4	Wacker	PT3		3" Gas Powered	20089930	NA	OKC	Honda GX240 Engine;
5	Multipip	CP2TH		2" Gas Powered Pump	2TH-16180	NA	OKC	NA
6	No Make	NA		Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface
7	No Make	NA		Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface;
8	No Make	NA		Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface;
9	No Make	NA		Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface;
10	No Make	NA		Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface;
11	No Make	NA		Lot of Pipe Fusion Welding Equipment		NA	OKC	Including Clamping Fixture, Hot Iron, & Surface;
12	McElroy	PR Bull 28		Fusion Pipe		NA	OKC	w/ Model DynaMac EP Type 1272701 Hydraulic Power Unit S/N C41544, Model Dynamac 28HP E/M Pkg Type A88140 Welding Frame S/N C32848, Heating Iron, Surface;
13	McElroy	PR Bull 28		Fusion Pipe	C35320	NA	OKC	Mounted On Trac Star 250 Track Mounted Vehicle, S/N C34628, Model Type AT800801, Honda Gas Engine, Model AT805505 Clamping Fixture;
14	Suzuki	King Quad 500 AXI		4x4		NA	OKC	NA
15	John Deere	Gator		Side-by-Side 4x4	M0H00PA099933	NA	OKC	4" Dump Box;
16	Polaris	Ranger 6x6		NA	4X4HR76A734715735	NA	OKC	NA
17	No Make	NA		Lot Of ATV Parts		NA	OKC	Including 2) Suzuki King Quad 750's (Parts Only), Misc. Frame & Engine Parts;
18	Case	TV380		Compact Track Loader	JAFY380CBM441072	2011	OKC	17-1/2" Rubber Tracks, Auxiliary Hydraulics, w/ 76" Bucket & Bradco Equipment QCT Pallet Fork Attachment w/ 48" Forks; 1397 Hours Indicated; #086;
19	Case	440		Skid Steer Loader	N8M4483168	NA	OKC	12-16.5 Pneumatic Tires, Auxiliary Hydraulics, w/ 72" Bucket & Bradco Pallet Fork Attachment w/ 48" Forks; 1547 Hours Indicated; #023;
20	Bradco	625 / 89220		Skid Steer Trencher	229209	NA	OKC	NA
21	Bradco	625 / 89220		Skid Steer Trencher	229210	NA	OKC	NA
22	Skytrak	8042		Telescopic Boom Rough Terrain	160028712	2007	OKC	8,000 lb. Capacity, 42' Maximum Lift Height, 4WD, 4WS, Cummins Q594.5 Diesel, Open ROPS Canopy, 13.00-24 Pneumatic Tires, 72" Wide Carriage w/ 48" Forks; 2,139 Hours Indicated; #047;
23	Skytrak	6036		Telescopic Boom Rough Terrain	144688	1999	OKC	6,000 lb. Capacity, 36' Maximum Lift Height, 4WD, 4WS, Cummins 83.9C Diesel, Open ROPS Canopy, 13.00-24 Pneumatic Tires, 60" Wide Carriage w/ 48" Forks; 5,354 Hours Indicated; #011; "Note - Not In Running Condition. Needs Mechanical Repair (Fuel System & Hydraulic);
24A	Esco	PC202/750/770-3/8		24" Hydraulic Excavator Digging	RH104008	NA	OKC	Duty Class HDP, Cap. x Width 0.80y x 24 in., Tooth Equip. U35;
25	Komatsu	PC 78MR-6		Mini Hydraulic Excavator	K0MTPC029K0J003233	2007	OKC	18" Rubber Tracks, Leveling Blade, EROPS w/ AC, Romco 23" Digging Bucket w/ Teeth, Mechanical Thumb; 1637 Hours Indicated; #025;

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Item #	Make	Model	Category	Asset #	Year	Condition	Description
26	John Deere	5708	NA	Motor Grader	NA	OKC	14' Moldboard w/ Side Shift, Front Scarifier, EROPS, 14.00R24 Pneumatic Tires; 11,392 Hours Indicated; #100;
27	Peterbilt	388	Trn-Axle Day Cab	Semi Tractor	2008	OKC	Cummins ISX 485-hp, Eaton Fuller RTLO-1891BA-A93 Auto Shift, 80,000 Lb. GVWR - 20H/23-23-38, Double Frame, 265" Wheelbase, Air Ride, Air Lift Pusher Axle, Dual Hydraulic Power Steering, Engine Brake, Locking Differentials, Air Slide 5th Wheel, Tires - 425/65R22.5F - 11R22.5R, Aluminum Wheels; 108,359 Miles Indicated; #101;
28	Trail King	TK110HDG-S13	50 Ton Tri-Axle Hydraulic Detachable Gooseneck Lowboy	Trailer	2008	OKC	130,700 Lb. GVWR, 20,280 Lb. GVWR, Non-Ground Bearing Hydraulic Detachable Gooseneck, 53" OAL, 24" Load Well, 102" Wide, 100,000 Lb. In 16" Concentrated Load Rating, 2) Kingpin Settings, Gooseneck Support, Honda Gas Pony Motor, Air Ride, Bucket Well, Rear Mounting Hooks & Air Lines, 255/70R22.5 Tires; #105;
29	No Make		47' Tandem Axle Flatbed	Semi Trailer	2005	OKC	Spring Suspension, Fixed Tandem; #316;
30	Peterbilt	P8330	Tandem Axle Water Rig	Truck	2004	OKC	Cummins ISC 315-Hp, Eaton Fuller RTO11908LL, Dana SPC DSP41 4.88 Rears, 60,000 Lb. GVWR - 20F/40R, 274" Wheelbase, Hendrickson Spring Suspension, Double Frame, Engine Brake, Locking Differentials, Fabricated 20" x 96" x 20" High Flat Bed Water Tank, Estimated 2,100 Gallon Cap., 4" Front Port, 2) 2" Rear Ports, Underbody Toolboxes, Tires - 42565R22.5F / 11R24.5R; 044,546 Miles Indicated; #106;
31	Overbilt	NA	Tandem Axle Tilt Deck Tag	Trailer	2012	OKC	50,000 Lb. GVWR, 35' Overall Length, 30" Tilt Section + 5' Neck, 102" Wide, Air Brakes, Dual 215/75R17.5 Tires, Pintle Eye Hitch; #19;
32	International	4900	Single Axle Fuel	Truck	1994	OKC	General 2,100 Gallon 3-Product Steel Fuel Tank Body, S/N 1-1189, PTO Pump, Single Hose Reel w/ Hi-Flow Dispensing Gun, Liquid Controls Dispensing Meter, D7466 Diesel, 5 Speed, Air Brakes, 33,000 Lb. GVWR, 446,738 Miles Indicated; #146; *Note - No Key Available;
33	Pioneer	PP108S17L2-ED114	Diesel Powered	Water Pump	NA	OKC	Pump Size VS10d8x17.5, Pump # PPEM108S17-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111647, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20" Tandem Axle Trailer, VIN: 5VYBL2025DH004475, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26" H Diesel Fuel Tank; Hours NA; #300;
34	Pioneer	PP108S17L2-ED114	Diesel Powered	Water Pump	NA	OKC	Pump Size VS10d8x17.5, Pump # PPEM108S17-21, Trim 1700, John Deere 6-Cylinder Diesel S/N NA, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20" Tandem Axle Trailer, VIN: 5VYBL2025DH004475, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26" H Diesel Fuel Tank; 4,440 Hours Indicated; #301;
35	Pioneer	PP108S17L2-ED114	Diesel Powered	Water Pump	NA	OKC	Pump Size VS10d8x17.5, Pump # PPEM108S17-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111640, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20" Tandem Axle Trailer, VIN: 5VYBL2025DH004475, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26" H Diesel Fuel Tank; 3,817 Hours Indicated; #302;
36	Pioneer	PP108S17L2-ED114	Diesel Powered	Water Pump	NA	OKC	Pump Size VS10d8x17.5, Pump # PPEM108S17-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111643, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20" Tandem Axle Trailer, VIN: 5VYBL2025DH004476, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26" H Diesel Fuel Tank; 4,894 Hours Indicated; #303;

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Item #	Make	Model	Capacity/Quantity	Accessories	Serial Number	NA	OKC	Description
37	Pioneer	PP108517L2-E0114	Diesel Powered	Water Pump	16547	NA	OKC	Pump Size VS10dx17.5, Pump # PPEM108517-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111644, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20' Tandem Axle Trailer, VIN: 5VYBL2026DH004474, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26"H Diesel Fuel Tank; 4,058 Hours Indicated; #304;
38	Pioneer	PP108517L2-E0114	Diesel Powered	Water Pump	16063	NA	OKC	Pump Size VS10dx17.5, Pump # PPEM108517-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111644, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20' Tandem Axle Trailer, VIN: 5VYBL2021DH004477, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26"H Diesel Fuel Tank; 4,732 Hours Indicated; #305;
39	Pioneer	PP108517L2-E0114	Diesel Powered	Water Pump	16546	NA	OKC	Pump Size VS10dx17.5, Pump # PPEM108517-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111646, CAN Plus 600 Control, Skid Base, Mounted On 2013 Lone Star 20' Tandem Axle Trailer, VIN: 5VYBL2021DH004480, 14,000 Lb. GVWR, Diamond Plate Steel Deck, 83" Deck Width, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ 60" x 32" x 26"H Diesel Fuel Tank; 3,839 Hours Indicated; #306;
40	Pioneer	SC108517L1-EG-114	Diesel Powered	Water Pump	9071	NA	OKC	Size VS10dx17.5, Pump # SCEM108517-4, Trim 1700, John Deere 6-Cylinder Diesel, S/N RG6090L094285, CAN Plus 600 Control, Mounted On 14' Tandem Axle Trailer Chassis, VIN NA, Built-In Fuel Tanks, Single 16" Tires, Hydraulic Surge Brakes, Pintle Eye Hitch; Hours NA; #061;
41	Pioneer	SC108517L1-E114	Diesel Powered	Water Pump	7862	NA	OKC	Size VS10dx17.5, Pump # SCEM108517-4, Trim 1700, John Deere 6-Cylinder Diesel, S/N RG6091H296716, CAN Plus 600 Control, Mounted On 16' Tandem Axle Trailer Chassis, VIN NA, Built-In Fuel Tanks, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; Hours 7937; #334;
42	Pioneer	SC0617L2-E311	Diesel Powered	Water Pump	8053	NA	OKC	Pump Size VCB6dx17, Pump # SCEM06017-7, Trim 1700, John Deere 6-Cylinder Diesel S/N PEG068H559412, Mounted On 12' Tandem Axle Trailer Chassis, Built-In Fuel Tanks, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #008;
43	Pioneer	SC0617L2-E311	Diesel Powered	Water Pump	8052	NA	OKC	Pump Size VCB6dx17, Pump # SCEM06017-7, Trim 1700, John Deere 6-Cylinder Diesel S/N PEG068H559411, Mounted On 12' Tandem Axle Trailer Chassis, Built-In Fuel Tanks, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #007;
44	Godwin	80-50-320	Portable Diesel Powered	Water Pump	1060542/05	NA	OKC	Deutz Air Cooled Diesel, 3" Ports, Mounted On MQ Power 12' Tandem Axle Trailer, VIN: 5SLB6122X7L001555 (2007), 7,000 Lb. GVWR, Pintle Eye Hitch, Single 14" Tires, Electric Brakes; #003;
45	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/04	NA	OKC	Deutz Air Cooled Diesel, Skid Frame; #036;
46	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/03	NA	OKC	Deutz Air Cooled Diesel, Skid Frame; #048; *Note - Not in Service - Rod Thrown Thru Engine Block;
47	Sullair	375H-CA3	Diesel Powered Portable	Air Compressor	2.01109E+11	NA	OKC	375 CFM, CAT C4.4 Diesel; 0443 Hours Indicated; #321;
48	Warren	WCW204MH	Power Systems Portable	Light Tower	CD9-03-03818	NA	OKC	20 KW, CAT 4-Cylinder Diesel; 3,875 Hours Indicated; #013;
49	Warren	WCW84MH	Power Systems Portable	Light Tower	C11-03-04671	NA	OKC	8 KW, CAT 3-Cylinder Diesel; 3,514 Hours Indicated; #039;
50	Warren	WCW84MH	Power Systems Portable	Light Tower	NA	NA	OKC	8 KW, CAT 3-Cylinder Diesel; 4,120 Hours Indicated; #010;
51	Warren	WCW204MH	Power Systems Portable	Light Tower	C07-11-02867	NA	OKC	CAT Diesel, Stamford 47.5 Generator, 25KW/20 KVA, 60 Hz, 1800 RPM, 480V, 3Ph; #021;

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Item #	Company	Model	Equipment	Serial #	Year	Condition	Remarks
52	Warren	WON64MH	Power Systems Portable	C07-04-02434	NA	OKC	CAT 3-Cyl Diesel; 2,889 Hours Indicated; #058;
53	Warren	WON64MH	Power Systems Portable	C08-07-03379	NA	OKC	CAT 3-Cyl Diesel; 1,869 Hours Indicated; #063;
54	Warren	WON64MH	Power Systems Portable	C08-12-03656	NA	OKC	CAT 3-Cyl Diesel; 3,138 Hours Indicated; #009;
55	Warren	WON64MH	Power Systems Portable	C08-07-03393	NA	OKC	CAT 3-Cyl Diesel; 4,793 Hours Indicated; #059;
56	Warren	WON64MH	Power Systems Portable	C08-02-03005	NA	OKC	CAT 3-Cyl Diesel; 3,124 Hours Indicated; #056;
57	MQ Power Corp.	Whisperwatt DCA-45551U4	Diesel Powered 36 KW AC Power	7204797	NA	OKC	Rated Output 45 KVA (36 KW) - 3 Phase / 26 KVA (26 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU 4UJT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: SSLB615248L004107; #324;
58	MQ Power Corp.	Whisperwatt DCA-45551U4	Diesel Powered 36 KW AC Power	7204777	NA	OKC	Rated Output 45 KVA (36 KW) - 3 Phase / 26 KVA (26 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU 4UJT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: SSLB616208X004105; #323;
59	MQ Power Corp.	Whisperwatt DCA-45551U4	Diesel Powered 36 KW AC Power	7205051	NA	OKC	Rated Output 45 KVA (36 KW) - 3 Phase / 26 KVA (26 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU 4UJT Diesel, Mounted On 2010 Tex Mex 16' Tandem Axle Flatbed Trailer, VIN: 5YHBU1629AN801919, Wood Deck, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ Estimated 300 Gallon Diesel Fuel Tank; 15,058 Hours Indicated; #396/349;
60	MQ Power Corp.	Whisperwatt DCA-45551U3	Diesel Powered 36 KW AC Power	7204389	NA	OKC	Rated Output 45 KVA (36 KW) - 3 Phase / 26 KVA (26 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU 88-4UJT Diesel, Mounted On 2010 Tex Mex 16' Tandem Axle Flatbed Trailer, VIN: 4JMAU162BAW038834, Wood Deck, 12" High Angle Iron Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ Estimated 300 Gallon Diesel Fuel Tank; 17,658 Hours Indicated; #59;
61	MQ Power Corp.	Whisperwatt DCA-25551U3	Diesel Powered 20 KW AC Power	7109994	NA	OKC	Rated Output 25 KVA (20 KW) - 3 Phase / 14.4 KVA (14.4 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU Model AA-4LE2 Diesel, 31.5 HP, 1800 RPM, Tandem Axle Trailer Mounted, Ball Hitch, Hydraulic Surge Brakes, 17.2 Gallon Fuel Tank; 7,039 Hours Indicated; #322;
62	MQ Power Corp.	Whisperwatt DCA-25551U2	Diesel Powered 20 KW AC Power	7109704	NA	OKC	Rated Output 25 KVA (20 KW) - 3 Phase / 14.4 KVA (14.4 KW) - Single Phase, Rated Voltage 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, IZU Model AA-4LE2 Diesel, 31.5 HP, 1800 RPM, Single Axle Trailer Mounted, Ball Hitch, 17.2 Gallon Fuel Tank; 9,203 Hours Indicated; #NA;
63	MQ Power Corp.	NA	14' Tandem Axle Generator	SSLB616298L004099	2008	OKC	Trailer Chassis Only, Bulk-In Fuel Tanks, Single 16" Tires, Hydraulic Surge Brakes, Pintle Eye Hitch; #NA;
64	Horsecreek	NA	10 Outlet Water Manifold	585BA4026AC024185	2010	OKC	40' Length, 12,000 Lb. GVWR, 4) 10" Lower Ports, 10) 6" Upper Ports, Tandem Axle, Single 16" Tires, 5th Wheel Gooseneck Hitch w/ 2-5/16" Ball Receiver; #024;
65	Horsecreek	NA	8 Outlet Water Manifold	585BA32268C025166	2011	OKC	32' Length, 12,000 Lb. GVWR, 4) 10" Lower Ports, 8) 6" Upper Ports, Tandem Axle, Single 16" Tires, 5th Wheel Gooseneck Hitch w/ 2-5/16" Ball Receiver; #028;
66	Horsecreek	NA	10 Outlet Water Manifold	585BA4029DC028297	2013	OKC	35' Length, 12,000 Lb. GVWR, 4) 10" Lower Ports, 10) 6" Upper Ports, Tandem Axle, Single 15" Tires, 5th Wheel Gooseneck Hitch w/ 2-5/16" Ball Receiver; #53;
67	Horsecreek	NA	10 Ductlet Water Manifold	585BA4027DC028296	2013	OKC	35' Length, 12,000 Lb. GVWR, 4) 10" Lower Ports, 10) 6" Upper Ports, Tandem Axle, Single 15" Tires, 5th Wheel Gooseneck Hitch w/ 2-5/16" Ball Receiver; #52;
68	TLR	NA	Welding Water Manifold	479JP30158P03034		OKC	Single Axle, 30' Length, 3) 10" Ports, 15) 4" Ports, Single 16" Tires, Pintle Eye Hitch, Hose Carrying Rack; #NA14;

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69	Lewton	NA	30' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	442L3028C7015340	2012	OKC	14,000 Lb. GVWR, 102" Wide, 36" High Angle Iron / Wire Mesh Sides w/ Compartment Dividers, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Contents Including Assorted Hose Fittings, Valves, etc.; #WR485 / UT3;
70	Lamar	NA	26' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	5RVGN26247M001150	2007	OKC	12,000 Lb. GVWR, 26" x 96" Deck, 30" High Angle Iron / Wire Mesh Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Contents Including Assorted Hose, Fittings, etc.; #VR73 / UT1;
71	Horsecreek	NA	25' Tandem Axle 5th Wheel Gooseneck Pipe Carrying	Trailer	58SBA34238C025378	2010	OKC	12,000 Lb. GVWR, 25" x 80" Wood Deck, 12" High Angle Iron / Pipe Sides, Custom Compartments w/ Wire Mesh Dividers, Full Length Wire Mesh Upper Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Assorted Lay Flat Pipe; #054;
72	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34238C025379	2011	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Assorted Hose & Pipe; #034;
73	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34218C025377	2011	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Assorted Hose; #053;
74	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34218C025380	2011	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #030;
75	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck Flatbed	Trailer	58SBA34238C028295	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #49;
76	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34240C028292	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #31;
77	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34260C028293	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #41;
78	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34290C028299	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #26;
79	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34278C025382	2011	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #022;
80	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34290C028298	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #22;
81	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34280C028294	2013	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #42;
82	Horsecreek	NA	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34298C025383	2011	OKC	12,000 Lb. GVWR, 34" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Lay Flat Pipe Carry Racks; #029;
83	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	19DG3225AJ43006	2010	OKC	12,000 Lb. GVWR, 32" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Lay Flat Pipe Carry Racks; #032;
84	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	19DG3227AJ43007	2010	OKC	12,000 Lb. GVWR, 32" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #035;
85	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	19DG3228AJ43008	2010	OKC	12,000 Lb. GVWR, 32" Wood Deck, 102" Wide, 3" Load Bunks, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #043;
86	Heavy Bilt Mfg.	NA	40' Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	NA	NA	OKC	50" x 38" Steel Deck, Single 16" Tires, Electric Brakes; #031;

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87	Scarite	NA	20' Tandem Axle	Flat Bed Trailer	13YF026CCL17951	2012	OKC	14,000 Lb. GVWR, 16' Flat Wood Deck w/ 4' Metal Beavertail, Rip Ramps, Single 215/75R17.5 Tires, Electric Brakes, Pintle Eye Hitch; #335;
88	Ironworks	NA	20' Tandem Axle	Flat Bed Trailer	129CS0287W276126	2007	OKC	12,000 Lb. GVWR, 83" Deck Width, Wood Deck, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #315;
89	Ironworks	NA	20' Tandem Axle	Flat Bed Trailer	129CS0257W276617	2007	OKC	83" Deck Width, Wood Deck, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #087;
90	No Make	18EEQ	Load Clipper / Diamond C 20' Tandem Axle	Flat Bed Trailer	46UFU0208D1147671	2013	OKC	14,000 Lb. GVWR, 18" Wood Deck + 2' Beavertail, 83" Deck Width, Rip Ramps, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #336;
91	Maxey	NA	16' Tandem Axle Flatbed Utility	Trailer	56XSL16208M008769	2008	OKC	83" Inside Deck Width, Wood Deck, 14" High Angle Iron / Pipe Sides, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #69;
92	C & M	NA	20' Tandem Axle Flatbed Utility	Trailer	1CAB020225T030203	2005	OKC	14,000 Lb. GVWR, Diamond Pintle Steel Deck, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #071;
93	Best Bit	NA	16' Tandem Axle	Flat Bed Trailer	5YHBU162XAM902103	2010	OKC	5,000 Lb. GVWR, Wood Deck, 77" Deck Width, 12" High Angle Iron Sides, Single 15" Tires, Pintle Eye Hitch; #341;
94	Best Bit	NA	16' Tandem Axle Flatbed Utility	Trailer	5YHBU1627BM002342	2011	OKC	Wood Deck, 12" High Angle Iron Sides, Single 15" Tires, Pintle Eye Hitch; #314;
95	Parker	NA	12' Tandem Axle Flatbed Utility	Trailer	41MAU12281W010117	2001	OKC	83" Inside Deck Width, Wood Deck, 14" High Angle Iron / Pipe Sides, 4" Angle Iron / Wire Mesh Drop Tailgate, Single 15" Tires, 2-5/16" Ball Hitch; #049;
96	No Make	NA	16' Tandem Axle Flatbed Utility	Trailer	NA	NA	OKC	83" Wide Wood Deck, Single 15" Tires, Electric Brakes, 12" High Angle Iron & Pipe Sides, Pintle Eye Hitch; #069;
97	Best Bit	NA	16' Tandem Axle	Flat Bed Trailer	5YHBU1629AM701862	2010	OKC	5,000 Lb. GVWR, Wood Deck, 77" Deck Width, 12" High Angle Iron Sides, Single 15" Tires, Pintle Eye Hitch; #337;
98	Best Bit	NA	16' Tandem Axle	Flat Bed Trailer	5YHBU16238M602873	2011	OKC	5,000 Lb. GVWR, Wood Deck, 77" Deck Width, 12" High Angle Iron Sides, Single 15" Tires, Pintle Eye Hitch; #068;
99	Best Bit	NA	16' Tandem Axle	Flat Bed Trailer	5YHBU16238M502806	2011	OKC	5,000 Lb. GVWR, Wood Deck, 77" Deck Width, 12" High Angle Iron Sides, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #076;
100	No Make	NA	Stagecoach 12' Tandem Axle Flatbed Utility	Trailer	5NYBU12238NSC5223	NA	OKC	83" Wide Wood Deck, 4' Drop Down Rear Ramp, Single 15" Tires, 2-5/16" Ball Hitch; #311;
101	Diamond C	NA	Road Clipper Tandem Axle Enclosed Cage	Trailer	46UFU1829A1125169	2010	OKC	12,000 Lb. GVWR, 18" Length x 84" Inside Width, 8" High Angle Iron / Wire Mesh Sides & Top w/ Swing Doors, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #340;
102	Diamond C	NA	Road Clipper Tandem Axle Enclosed Cage	Trailer	46UFU1825A1125170	2010	OKC	12,000 Lb. GVWR, 18" Length x 84" Inside Width, 8" High Angle Iron / Wire Mesh Sides & Top w/ Swing Doors, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #066;
103	Diamond C	NA	Road Clipper Tandem Axle Enclosed Cage	Trailer	46UFU1829A1125172	2010	OKC	12,000 Lb. GVWR, 18" Length x 84" Inside Width, 8" High Angle Iron / Wire Mesh Sides & Top w/ Swing Doors, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #065;
104	Diamond C	NA	Road Clipper Tandem Axle Enclosed Cage	Trailer	46UFU1827A1125171	2010	OKC	12,000 Lb. GVWR, 18" Length x 84" Inside Width, 8" High Angle Iron / Wire Mesh Sides & Top w/ Swing Doors, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #078;
105	No Make	NA	15' Tandem Axle Power Wash	Trailer	122633707A	NA	OKC	Shop Built Custom 15' x 72" W x 10" H Built-In Water Tank, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ Landa Model HOT2-11021D Pressure Washer, 5/N P0504-93815, 1000 PSI, 2.0 GPM, 225º Max., 156,524 BTU, 120V 1Ph Pump; #308;

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Item #	Make	Model	Accessories/Options	Asset Type	Serial No.	Year	Condition	Description
106	Ironworks	NA	Custom Built Tandem Axle Flatbed Fuel	Trailer	129CS2023AWZ76722	2010	OKC	20' Lx 84" W x 8-1/2" H Built-in Fuel Tank w/ Wood Deck Overlay Top, Knact 2472 Gang Box w/ Tuffhill Fill-Rite FRA200G 20 GPM 12 Volt Fuel Pump, Fill Hose & Nozzle, 14,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, Flip Ramps; #339;
107	Skyline	300 LTD	20' Travel	Trailer	15E2D0P296F001419	2006	OKC	Skyline S.N. 7037-1419-U; #346;
108	W-W Trailer	NA	16' Tandem Axle Livestock	Trailer	11WHS162XRW209131	1994	OKC	10,400 GVWR, Single 15" Tires, Electric Brakes, Wood Floor; #067;
109	Sweetwater Metal Products	CT27	Coiled Pipe	Trailer	1RCF8CY2091000816	2009	OKC	w/ McElroy Model Line Turner LT0048 Straightener / Rerounder, S/N C30981, Honda GX160 Gas Power Unit, Tandem Axle Trailer, 8,600 Lb. GVW, 24' Length, Single 16" Tires, Hydraulic Tension & Height Adjustment, Spooling Idlers; #074;
110	Midland Carrier	NA	Tandem Axle Pipe Spool	Trailer	129CS1229CW276153	2012	OKC	Iron Works 102 Pipe Spool, 11' Diameter x 6' Wide, Dual Hydraulic Powered Sprocket Chain Drive, Honda GX660 Gas Power Unit, 16' Tandem Axle Trailer, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, 12,000 Lb. GVWR; #313;
111	Ironworks	NA	Tandem Axle Pipe Spool	Trailer	129CS1220CW276154	2012	OKC	12' Diameter x 6' Wide, Dual Hydraulic Powered Sprocket Chain Drive, Honda GX630 Gas Power Unit, Mounted On Palmer 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #307;
112	Palmer	NA	Tandem Axle Pipe Spool	Trailer	1J9BS1629EW401082	2014	OKC	Red River Carrier Pipe Spool, 12' Diameter x 6' Wide, Dual Hydraulic Powered Sprocket Chain Drive, Honda GX630 Gas Power Unit, Mounted On Palmer 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #350; *Note - Axle Damage;
113	Circle D	NA	Welding Tandem Axle Pipe Spool	Trailer	4C9BS162EW382095	2014	OKC	Red River Carrier Pipe Spool, 12' Diameter x 6' Wide, Dual Hydraulic Powered Sprocket Chain Drive, Honda GX630 Gas Power Unit, Mounted On Circle D Welding 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #PST1;
114	No Make	NA	Tandem Axle Pipe Spool	Trailer		NA	OKC	Red River Carrier Pipe Spool, 12' Diameter x 6' Wide, Dual Hydraulic Powered Sprocket Chain Drive, Honda GX630 Gas Power Unit, Mounted On 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #NA; * Note - Missing Hydraulic Drive Motors;
115	No Make	NA	Estimated 39,843' (7.5 Miles) 10" Lay Flat	Pipe		NA	OKC	NA
116	No Make	NA	Large Quantity 2", 3", & 4" Poly	Pipe		NA	OKC	Estimated 3 Miles 2", Estimated 52 Miles 3", Estimated 5 Miles 4"; Photo Not Available; Location - Guthrie, OK
117	No Make	NA	12' x 8' Ramp Type Steel Plates Street Crossings	No Type		NA	OKC	NA
118	No Make	NA	15' x 7' Ramp Type Steel Plates Street Crossings	No Type		NA	OKC	NA
119	No Make	NA	20' x 3' Single 10" Port Street Crossings	No Type		NA	OKC	NA
120	No Make	NA	20' x 3' Single 10" Port Street Crossings	No Type		NA	OKC	NA
121	No Make	NA	Dual 10" Port Street Crossings	No Type		NA	OKC	Including 2) 16' x 5' & 1) 20' x 6';
122	No Make	NA	12' x 3' Single 10" Port Street Crossings	No Type		NA	OKC	NA
123	No Make	NA	16' x 4' Lay-Over Type Steel Plate Street Crossings w/ Hinged Top	No Type		NA	OKC	NA
124	No Make	NA	Rochester Rotational Molding 24" x 96" Orange Safety Barriers	No Type		NA	OKC	Part No. 2408SCD-50, Water Fillable;
NA	TexMex	16' Tandem Flatbed	NA	Flatbed trailer	41MAU1624DW042433	2013	OKC	With Marrell Generator S/N: 7343710 Model: LDW2204; With 300 gallon diesel tank

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Item #	Make	Model	Year	Qty	Description	Unit	Remarks
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342916 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342901 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342912 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342904 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342790 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7342903 Model: LDW2204; With 300 gallon diesel tank
NA	TexMex	16' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	With Marelli Generator S/N: 7343699 Model: LDW2204; With 300 gallon diesel tank
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Lone Star	20' Tandem Flatbed	NA	NA	Flatbed trailer	OKC	14,000 GVWR; steel diamond plate decking
NA	Midland Carrier	PL 6000	NA	NA	Pipe Spool	OKC	12,000 GVWR
NA	Midland Carrier	PL 6000	NA	NA	Pipe Spool	OKC	12,000 GVWR
NA	Midland Carrier	PL 6000	NA	NA	Pipe Spool	OKC	12,000 GVWR
NA	John Deere	825 WCH Gator	NA	NA	Side by side Generator	OKC	NA
NA	MQ Power	NA	NA	NA	Pipe Spool Trailer	OKC	NA
NA	McKoy	Pit Bull 28	NA	NA	Pipe Fusion Welder	OKC	NA
NA	Texas Bragg	NA	NA	NA	Flatnose Trailer	OKC	NA
200	No Make	NA	NA	NA	Trailer	CROW	83" Wide Wood Deck, 16" High Angle Iron / Pipe Sides, Single 15" Tires, Electric Brakes, 2-5/16" Ball Hitch, #NA;
201	Godwin	80-50-320	NA	NA	Water Pump	CROW	w/ Marelli Type NU200M44 72 KVA AC Power Generator, S/N MYND0772, 4-Cylinder Diesel, Continuous Duty - 72 KVA - 480/240V, 60 Hz, 3 Ph; Standby Duty - 79 KVA, 480/240V, 60 Hz, 3 Ph; Estimated 500 Gallon Fuel Tank, Single 15" Tires, Wood Deck, Pintle Eye Hitch; #73 / AESG1;
202	Godwin	80-50-320	NA	NA	Water Pump	CROW	Deutz 45.2 Kw Air Cooled Diesel, 3" Ports, Mounted On 12' Tandem Axle Trailer Chassis, Pintle Eye Hitch, Hydraulic Surge Brakes; HPS; Pump #018 / Trlr #084;
203	Godwin	80-50-320	NA	NA	Water Pump	CROW	Deutz 45.2 Kw Air Cooled Diesel, 3" Ports, Mounted On 12' Tandem Axle Trailer Chassis, Pintle Eye Hitch, Hydraulic Surge Brakes; HPS; #041;

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Line Item	Make/Model	Capacity/Quantity	Asset Type	Inventory #	NA	SP	Description
204	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/04	NA	CROW Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HPE; #818;
205	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/01	NA	CROW Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP7; #073;
206	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/02	NA	CROW Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP3; #005;
207	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/06	NA	CROW Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP2; #064;
208	No Make	NA	18" Water Manifold	Trailer	NA	NA	CROW 4) 10" Ports, 14) 6" Ports, Single Axle w/ Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch; #NA17;
208A	No Make	NA	20" Water Manifold	Trailer	ARIKAVTL1680512890	NA	CROW 3) 10" Ports, 10) 6" Ports, Single Axle w/ Single 15" Tires, 2-5/16" Ball Hitch, Hose Carrying Racks; #NA;
209	Horseshoe	NA	5th Wheel Gooseneck Water Manifold	Trailer	58S8A34238C02538x	2012	CROW 24' x 83" Wide Wood Deck, Water Manifold w/ 2) 10" Ports, 9) 6" Ports, Single 16" Tires, Tandem Axle w/ Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Hitch; #055;
210	TLR	NA	Welding Water Crossover Bridge	Trailer	4791P2010C0083129	2012	CROW Dual 10" Pipes, 11' Clearance Height, 12' Clearance Width, Single Axle w/ 16" Tires, Electric Brakes, 2-5/16" Ball Hitch; #WVR1;
211	Lone Star	NA	36" Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	5VYGP3627DH004667	2013	CROW 12,000 Lb. GVWR, Open Deck, 4) Load Bunks, 102" Wide, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Hitch; #NA; Location- Crowley, TX
212	No Make	NA	36" Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	ARIKAVTL1720500262	2012	CROW 12,000 Lb. GVWR, Open Deck, 3) Load Bunks, 102" Wide, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Hitch; #NA;
213	Midland Carrier	PL6000	14' Tandem Axle Pipe Spool	Trailer	159ES19230E464002	2010	CROW 12,000 Lb. GVWR, Single Hydraulic Sprocket Chain Drive, Honda GX390 Gas Power Unit, 12" Diameter x 6" Wide Spool Reel, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #050;
214	No Make	NA	20' Tandem Axle Pipe Spool	Trailer	NA	NA	CROW Single Hydraulic Sprocket Chain Drive, 12" Diameter x 6" Wide Spool, Honda GX340 Gas Power Unit, Single 16" Tires, Electric Brakes, 5' x 19" High Wire Mesh Sides Front Storage Compartment, 2-5/16" Ball Hitch; #PST2;
215	No Make	NA	32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	NA	NA	CROW 102" Wide, Expanded Metal Decking, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Hitch; #VRS12/JT7;
216	No Make	NA	Estimated 7,260' 10" Lay Flat	Pipe	NA	NA	CROW NA
217	No Make	NA	36" Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	ARIKAVTL1020500264	2012	CROW 12,000 Lb. GVWR, Open Deck, 3) Load Bunks, 102" Wide, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Hitch; w/ 25 Pcs 30' 10" Aluminum Pipe; #T3;
218	No Make	NA	Estimated 10,950' 10" Aluminum Water Pipe Fittings	Pipe	NA	NA	CROW NA
219	No Make	NA	Estimated 102' 10" Aluminum Water Pipe Fittings	No Type	NA	NA	CROW NA
220	No Make	NA	Street Crossings	No Type	NA	NA	CROW Including 3) 10' x 6' Ramp Type Steel Plate, 4) 12' x 3' 10" Single Port, 5) 18' x 12' 10" Single Port, 1) 16' x 3' 10" Single Port, 1) 15' x 4' 10" Single Port, 1) 10' x 3' 10" Single Port, 1) 18' x 6' 10" Double Port;
NA		NA	NA	Gooseneck Trailer, #NA	ARIKAVTL1720500262	NA	CROW NA
NA		NA	NA	Gooseneck Trailer, #T3	ARIKAVTL1020500264	NA	CROW NA
NA		NA	NA	Drive Over Steel Plate Ramp Type Street Crossings	NA	NA	CROW NA
NA		NA	NA	1 mile 8" layflat	NA	NA	CROW NA

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Item #	Make	Model	Year	Serial #	Trailer	Equipment	Notes
300	Forest River	NA	2012	5NHUCCU25CY016508	Trailer	20' x 8' Enclosed Power Wash	9,800 Lb. GVWR, Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch, Swing Rear Doors, Curb Side Door, w/ 3500 PSI Pressure Washer, 5/N NA, Honda GX630 Gas Engine, Fuel Oil Burner, 35 Gallon Poly Soap Tank, 535 Gallon Poly Water Tank, Hose, Hose Reel, Spray Wand; #NA;
301	No Make	VR60	NA	OK1422701	Trailer	Water Pipe Rental 18" Water Manifold	3) 10" Ports, 2) 8" Ports, 14) 6" Ports, Single Axle w/ Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch; #MAT10;
302	No Make	VR56	NA	OK1422702	Trailer	25' Water Manifold	2) 10" Ports, 7) 6" Ports, 1) 4" Port, Single Axle w/ Single 15" Tires, Pipe Rack, 2-5/16" Ball Hitch; #MAT9;
303	No Make	NA	NA	NA	Trailer	25' Water Manifold	3) 10" Ports, 11) 6" Ports, Single Axle w/ Single 15" Tires, 2-5/16" Ball Hitch; #MAT11;
304	Lone Star	NA	2014	5VYGL2420EH005413	Flat Bed Trailer	24' Tandem Axle 5th Wheel Gooseneck	13,800 Lb. GVWR, 84" Inside Width, Wood Deck, 12" High Angle Iron / Square Tube Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 27' Monorail Overhead Hoist I-Beam; #MTRW2;
305	Lone Star	NA	2014	5VYGL2423EH005616	Trailer	24' Tandem Axle 5th Wheel Gooseneck	13,800 Lb. GVWR, 83" Wide Wood Deck, 12" High Angle Iron/Square Tube/Wire Mesh Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 25' Monorail I-Beam Hoist Rail & JET Chain Fall; #MTR8;
306	Lone Star	NA	2013	5VYGL2020DH004959	Flat Bed Trailer	20' Tandem Axle 5th Wheel Gooseneck	13,800 Lb. GVWR, 83" Wide Wood Deck, 12" High Angle Iron/Square Tube/Wire Mesh Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 18' Monorail I-Beam Hoist Rail & JET Chain Fall; #NA;
307	Lone Star	NA	2013	5VYGL2429DH004582	Flat Bed Trailer	24' Tandem Axle 5th Wheel Gooseneck	13,800 Lb. GVWR, 83" Inside Width, Wood Deck, 12" High Angle Iron/Square Tube Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 28' Monorail Overhead Hoist I-Beam; #MTRW1;
308	Lone Star	NA	2013	5VYGL2027DH004960	Flat Bed Trailer	20' Tandem Axle 5th Wheel Gooseneck	13,800 Lb. GVWR, 84" Inside Width, Wood Deck, 12" High Angle Iron / Square Tube Sides, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 25' Monorail Overhead Hoist I-Beam; #MTR6; ; (Note - Side & Hoist Rail Damage)
309	Kearney	NA	NA	NA	Flat Bed Trailer	20' Tandem Axle 5th Wheel Gooseneck	20,000 Lb. GVWR, 102" Wide, Dual 235/80R16 Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Westin T-Max 11000 12 Volt Hydraulic Winch, Tail Roller; #UT5;
310	No Make	NA	2007	201435714304	Trailer	20' Tandem Axle Pipe Spool	Single Hydraulic Sprocket Chain Reel Drive, 11" Diameter x 6' Wide Reel, Honda Gas Power Unit, Single 16" Tires, Electric Brakes, 5' Front Mounted Open Storage Compartment, 2-5/16" Ball Hitch; #NA;
311	TLR	NA	NA	xxx1P2821CP083010	Trailer	Welding 30' Tandem Axle Pipe	Open Center, 4) Load Bunks, Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch, w/ 44 Pc's 10" Aluminum Water Pipe; #VRS17/PT10;
312	Pero	NA	NA	NA	Trailer	16' Tandem Axle Flatbed Utility	83" Wide Wood Deck, 12" High Angle Iron Sides, Single 15" Tires, 2-5/16" Ball Hitch, w/ Assorted Hose & Pipe; #NA;
313	No Make	NA	2013	5WYBU3013DMS7045	Trailer	Burner	30' Burner Boom Length w/ Hydraulic Raise, 12 Volt Hydraulic Power Unit w/ Pendant Control, LPG Burner, Flare Equipment Burner Control, Single Axle w/ 15" Tires, 2-5/16" Ball Hitch; #FS5;
314	No Make	NA	2013	5WYBU3013DMS7059	Trailer	Burner	30' Burner Boom Length w/ Hydraulic Raise, 12 Volt Hydraulic Power Unit w/ Pendant Control, LPG Burner, Flare Equipment Burner Control, Single Axle w/ 15" Tires, 2-5/16" Ball Hitch; #FS6;
315	No Make	NA	2014	5WYBU3017ENS7101	Trailer	Burner	30' Burner Boom Length w/ Hydraulic Raise, 12 Volt Hydraulic Power Unit w/ Pendant Control, LPG Burner, Flare Equipment Burner Control, Single Axle w/ 15" Tires, 2-5/16" Ball Hitch; #FS4;

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Item #	Make	Capacity/Configuration	Brand/Type	Serial #/ID	Year	Mid	Description
316	No Make	NA	Burner	SNYBU3016ENSC7459	2014	MID	30" Burner Boom Length w/ Hydraulic Raise, 12 Volt Hydraulic Power Unit w/ Pendant Control, LPG Burner, Flame Equipment Burner Control, Single Axle w/ 15" Tires, 2-5/16" Ball Hitch; #NA;
317	C & M	NA	Burner	SVNBU1629ET130290	2014	MID	18" Burner Boom w/ Manual Crank Winch Raise, 16" Tandem Axle Trailer, Single 15" Tires, Electric Brakes, 2-5/16" Ball Hitch; #NA;
318	No Make	NA	Oil Separator	NA	2013	MID	w/ Energy Weldfab Separator Vessel, S/N 13612-104 (2013), MAWP 1440 PSI @ 125°F, MDMT 20°F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNYGU2027DNSC7073, (2013), 14,000 Lb. GVWR, 83" Wide Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, High Pressure Flow Back Piping, Regulators, Valves, 3) Rear Ports; #GST1;
319	No Make	NA	Oil Separator	NA	2014	MID	w/ Energy Weldfab Separator Vessel, S/N 14439-101 (2014), MAWP 1440 PSI @ 125°F, MDMT 20°F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNYGU2024ENSC7503, (2014), 14,000 Lb. GVWR, 83" Wide Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, High Pressure Flow Back Piping, Regulators, Valves, 3) Rear Ports; #GST2;
320	No Make	NA	Oil Separator	NA	NA	MID	w/ Energy Weldfab Separator Vessel, S/N 13612-105 (2013), MAWP 1440 PSI @ 125°F, MDMT 20°F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNYGU2021ENSC7104, (2014), 14,000 Lb. GVWR, 83" Wide Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, High Pressure Flow Back Piping, Regulators, Valves, 3) Rear Ports; #GST1;
321	No Make	NA	Oil Separator	NA	NA	MID	w/ Energy Weldfab Separator Vessel, S/N 13612-106 (2013), MAWP 1440 PSI @ 125°F, MDMT 20°F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNYGU2026ENSC7194, (2014), 14,000 Lb. GVWR, 83" Wide Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, High Pressure Flow Back Piping, Regulators, Valves, 3) Rear Ports; #GST3;
322	No Make	NA	Oil Separator	NA	NA	MID	w/ Energy Weldfab Vertical Mounted Separator Vessel, S/N 14840-201, (2014), MAWP 5000 PSIG @ 200°F, MDMT 25°F @ 5000 PSIG, Flow Back Piping & Valves, Mounted On C&M Trailers 10' Tandem Axle Utility Trailer, VIN: SVNBU1024ET13940, (2014), 7,000 Lb. GVWR, Expanded Metal Decking, Single 15" Tires, Electric Brakes, 2-5/16" Ball Hitch; #NA;
323	NTPV Kinder	NA	20" x 96" Sand	0913TS111-1	2013	MID	MAWP 5800 PSI @ 225°F, MDMT -20°F @ 5800 PSI, Steel Framework;
324	NTPV Kinder	NA	20" x 96" Sand	0214TS113	2014	MID	MAWP 5800 PSI @ 225°F, MDMT -20°F @ 5800 PSI, Steel Framework; #SS5;
325	NTPV Kinder	NA	20" x 96" Sand	0913TS111-2	2013	MID	MAWP 5800 PSI @ 225°F, MDMT -20°F @ 5800 PSI, Steel Framework; #SS6;
326	No Make	NA	Estimated 15,390' Lay Flat	NA	NA	MID	Including Estimated 12,630' 10" & Estimated 2,760' 8";
327	No Make	NA	12' Ramp Type Steel Plate Street Crossings	NA	NA	MID	6' x 2' Hinged Approach Ramps;
328	No Make	NA	16' x 4' Ramp Type Steel Plate Street Crossings	NA	NA	MID	NA
329	No Make	NA	Single 10" Port Street Crossings	NA	NA	MID	Including 5) 12' x 2-1/2' & 1) 16' x 3';
330	No Make	NA	16' x 6' Dual 10" Port Street Crossings	NA	NA	MID	NA

Schedule 1

Item #	Make	Capacity/Quantity	Access Type	Serial Number	Part	Lot	Description
331	No Make	NA	Lot of 3) Fuel Tanks w/ Pumps & 1) Crossover Truck Bed Toolbox	No Type	NA	MID	NA
332	No Make	NA	2" 15,000 PSI Steel Flow Back	Pipe	NA	MID	Including Estimated 360 Pc's 10' & 40 Pc's 6';
333	No Make	NA	2" 15,000 PSI Steel Flow Back	Pipe	NA	MID	Including Estimated 180 Pc's 10';
334	No Make	NA	2) Crates 2" 15,000 PSI Steel Flowback Pipe Fittings	No Type	Lot of	MID	NA
335	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Couplers	No Type	NA	MID	Included Estimated 7) 2', 10) 3', 11) 4', & 18) 6', On 3 Stands & 1 Pallet;
336	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
337	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
338	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
339	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
340	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
341	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
342	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
343	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
344	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
345	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
346	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
347	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
348	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	No Type	NA	MID	NA
349	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings & Couplers In 2) Crates	No Type	NA	MID	NA
350	No Make	NA	Lot Of 2" 15,000 PSI Steel Flowback Pipe Valve/Manifold Assemblies	No Type	NA	MID	NA
351	No Make	NA	Lot Of Assorted 2" 15,000 PSI Steel Flowback Pipe Manifolds, Valves, Couplers	No Type	NA	MID	NA

Schedule 1

Item #	Make	Model	Description	Accessories	NA	MID	NA
352	No Make	NA	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	No Type	NA	MID	NA
353	No Make	NA	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	No Type	NA	MID	NA
354	No Make	NA	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	No Type	NA	MID	NA
355	No Make	NA	Assorted 2" 15,000 PSI Steel Flowback Pipe Fittings	No Type	NA	MID	NA
356	No Make	NA	Assorted 2" 15,000 PSI Steel Flowback Pipe Couplers	No Type	NA	MID	NA
357	No Make	NA	Assorted 10" Aluminum Water Pipe Fittings in Wire Basket	No Type	NA	MID	NA
358	No Make	NA	Assorted Fittings, Ranges, Valves On 4" Pallets	No Type	NA	MID	NA
359	No Make	NA	Seametrics 10" Flow Valves	No Type	NA	MID	NA
360	No Make	NA	Assorted Valves & Fittings	No Type	NA	MID	NA
361	No Make	NA	Assorted 10" Aluminum Pipe Fittings	No Type	NA	MID	NA
400	WARREN CAT	GB TRAILER MT RP9331	NA	GENERATOR	DCA 4555IU4 SN 7205056	TUL	NA
401	WARREN CAT	TRAILER MT RP10144	NA	GENERATOR	DCA4555IU4 SN 7205387 TLR G10	TUL	NA
402	WARREN CAT	DCA 2555U3	NA	GENERATOR	7109919 RP8584	TUL	NA
403	WARREN CAT	DCA 2555U2	NA	GENERATOR	109338 RP 7643 SKID MT	TUL	NA
404	TOP HAT	GOOSENECK	NA	TRAILER	115784	TUL	NA
405	LOADMAX	GOOSENECK NEW	NA	TRAILER	59419	TUL	NA
406	LOADMAX	GOOSENECK NEW	NA	TRAILER	59423	TUL	NA
407	LOADMAX	GOOSENECK NEW	NA	TRAILER	59421	TUL	NA
408	NA	FLOWBACK	VR65	FLOWBACK TRAILER	NA	TUL	FLOWBACK TRAILER WITH FLEX PIPE
409	NA	FLOWBACK	YELLOW MAT6	LOWBACK WITH 10 LINKS FLE	NA	TUL	YELLOW FLOWBACK WITH 10 LINKS FLEX
410	NA	MAT8	WITH 5 VALVE 7 SECTIONS FLEX	TRAILER	FLOWBACK	TUL	NA
411	NA	LP WELDING TAG TRAILER	83033	BLUE TAG TRAILER	NA	TUL	NA
412	NA	TAG BROWN	NA	TAG TRAILER	NA	TUL	TAG TRAILER WITH RIGID PIPE 13 LINKS 30FT
413	NA	MONORAIL	MTR5 2051088 VIN	MONORAIL TRAILER	NA	TUL	MONORAIL TRAILER NO PIPE NO BRAND
414	NA	GOOSENECK BLACK	NA	GOOSENECK DECK OVER	NA	TUL	GOOSENECK DECK OVER
415	NA	LAY FLAT	BLACK 10"	IN WEEDS - 3 MILE	NA	TUL	NA
416	5 ROAD CROSS	ROAD CROSS	YELLOW/ORANGE	MULTIPLE SECTIONS	NA	TUL	NA
417		NA	NA		NA	TUL	NA
418	APDX	WHITE COACHMEN 02004	NA	LIVING QTR	NA	TUL	NA
419	TRAVEL SUPREME	WHITE GOOSENECK LARGE	NA	LIVING QTR	NA	TUL	NA
NA	Komatsu #1	Magnum MTT20 Combination Unit	NA	Gateguard	5AUCS18240B313843	TUL	NA
NA	Komatsu #1	Magnum MTT20 Combination Unit	NA	Gateguard	5AUCS18260B313844	TUL	NA

Schedule 1

Item #	Make / Model	Description	Quantity	Unit	Location	Date Acquired	Serial Number
NA	Komatsu #1	Magnum MTT20 Combination Unit	NA	Gataguard	SAJCS1826DBS12192	2/27/2014	TUL NA
NA	Komatsu #1	Magnum MTT20 Combination Unit	NA	Gataguard	SAJCS1827DBS12279	2/27/2014	TUL NA
NA	Komatsu #1	Magnum MTT20 Combination Unit	NA	Gataguard	SAJCS1823DBS12280	2/27/2014	TUL NA
NA	Komatsu #2	2014 MITT-20 Light Tower	NA	Light Tower	0777PROZV14	4/18/2014	TUL NA
NA	Komatsu #2	2015 MITT-20 Light Tower	NA	Light Tower	0778PROZV14	4/18/2014	TUL NA
NA	Komatsu #2	2016 MITT-20 Light Tower	NA	Light Tower	0779PROZV14	4/18/2014	TUL NA
NA	Komatsu #2	2017 MITT-20 Light Tower	NA	Light Tower	0780PROZV14	4/18/2014	TUL NA
NA	Komatsu #2	2018 MITT-20 Light Tower	NA	Light Tower	0781PROZV14	4/18/2014	TUL NA
NA	Komatsu #3	2019 MITT-20 Light Tower	NA	Gataguard	1403317	5/19/2014	TUL NA
NA	Komatsu #3	2020 MITT-20 Light Tower	NA	Gataguard	1403316	5/19/2014	TUL NA
NA	NA	Bucks 80kw natgas gen Forklift	NA	Natgas Gen	1337G6111	10/21/2014	TUL NA
NA	NA	Miscellaneous and unspecified	NA	Spider Forklift	NA	1/10/2013	TUL Originally in Cotulla yard.
NA	NA	Miscellaneous and unspecified	3	Miscellaneous and unspecified	Miscellaneous and unspecified	All Locations	Any and all miscellaneous and unspecified equipment, parts, or other property that may be delivered to Midland, Oklahoma City, Cotulla, Tulsa, and/or Crowley yards by 5:00 pm CST on November 18, 2015.
NA	NA	Ferrite bars, Sheet of 20	3	Ferrite bars, Sheet of 20	NA	Pt. Worth	NA
NA	NA	Ferrite bars, Sheet of 18	1	Ferrite bars, Sheet of 18	NA	Pt. Worth	NA
NA	NA	Ferrite bars, Sheet of 12	3	Ferrite bars, Sheet of 12	NA	Pt. Worth	NA
NA	NA	Ferrite bars, Sheet of 10 ("126")	1	Ferrite bars, Sheet of 10	NA	Pt. Worth	NA
NA	NA	Ferrite bars, Sheet of 10	1	Ferrite bars, Sheet of 10	NA	Pt. Worth	NA
NA	NA	Electric, T-coupling assemblies	3	Electric, T-coupling assemblies	NA	Pt. Worth	NA
NA	NA	Epson XP-620 printer and cables	1	Epson XP-620 printer and cables	Model: C491H	NA	NA
NA	NA	Samsung monitor and cables	1	Samsung monitor and cables	Model: S24C4508W	NA	NA
NA	NA	Logitech solar-powered keyboard	1	Logitech solar-powered keyboard	Model: Y-R0016	NA	NA
NA	NA	Threaded rods, white plastic, 4.5" x 5/16" (approx)	36	Threaded rods, white plastic, 4.5" x 5/16" (approx)	NA	NA	NA
NA	NA	Wing nuts, white plastic, 5/16" (approx)	66	Wing nuts, white plastic, 5/16" (approx)	NA	NA	NA
NA	NA	Hex nuts, white plastic, 5/16" (approx)	8	Hex nuts, white plastic, 5/16" (approx)	NA	NA	NA
NA	NA	Clincher band, plastic, black, 30" (approx)	6	Clincher band, plastic, black, 30" (approx)	NA	NA	NA
NA	NA	Clincher band, plastic, white, 24" (approx)	2	Clincher band, plastic, white, 24" (approx)	NA	NA	NA
NA	NA	Metal bands, silver, 14" (approx)	2	Metal bands, silver, 14" (approx)	NA	NA	NA
NA	NA	Metal screw band, silver, 20"	1	Metal screw band, silver, 20"	NA	NA	NA
NA	NA	Plastic bins, black, 4 gal (approx)	6	Plastic bins, black, 4 gal (approx)	NA	NA	NA

Schedule 1

Item No.	Part No.	Model	Quantity	Asset Type	Serial Number	Val	Loc	Description
NA	BW Technologies	NA	1	1 Extreme Gas Alert Clip, single gas detector, yellow	SN: HM14-H465934	Calibration date: 2014-11-21	HOU	NA
NA	BW Technologies	NA	1	1 Extreme Gas Alert Clip, single gas detector, yellow	SN: HM14-H465952	Calibration date: 2014-11-21	HOU	NA
NA	BW Technologies	NA	1	1 Extreme Gas Alert Clip, single gas detector, yellow	SN: HM14-H465959	Calibration date: UNK	HOU	NA
NA	ThermoFisher Scientific	NA	1 box of 24	Jar short clear WM w/ lid, 4oz/125ml	NA	NA	HOU	NA
NA	Vivione Industries LLC	NA	1	Rapid-B 450 Flow Cytometer Platform	NA	NA	HOU	NA
NA	Hydroflow Technologies	NA	1	Sales Agreement by and between HydroFLOW Holdings U.S.A., LLC and Apache Energy Services LLC.	NA	Dated June 16, 2014	NA	NA

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION**

In re:	§	Chapter 11
	§	
HII TECHNOLOGIES, INC., <i>et al.</i>¹	§	15-60070 (DRJ)
Debtors	§	(Jointly Administered)

**ORDER GRANTING MOTION TO 1) SELL CERTAIN ASSETS UNDER 11 U.S.C. § 363
FREE OF LIENS, CLAIMS AND ENCUMBRANCES; 2) APPROVE LEASE OF HYDROFLOW
UNITS TO PURCHASER; 3) ASSIGN THE HYDROFLOW DISTRIBUTION
AGREEMENT; AND 4) APPROVE BREAKUP FEE AND BIDDING PROCEDURE**

Upon the Motion (the “**Motion**”) of HII Technologies, Apache Energy Services, LLC, Aqua Handling of Texas, LLC, Hamilton Investment Group, Inc., and Sage Power Solutions, Inc. fka KMHVC, Inc. as chapter 11 debtors and debtors-in-possession (collectively the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”) for an order (“**Sale Order**”) granting Motion To 1) Sell Certain Assets Under 11 U.S.C. § 363 Free Of Liens, Claims And Encumbrances ; 2) Approve Lease Of HydroFLOW Units To Purchaser; 3) Assign The HydroFLOW Distribution Agreement; and 4) Approve Breakup Fee And Bidding Procedure (“**Motion**”) all as more fully set forth in the Motion; and the Debtors having determined that the sale of the Purchased Assets² pursuant to that certain Asset Purchase Agreement (including all ancillary documents, the “**APA**,” attached hereto as **Annex 1** between the Debtors and Enservco Corporation (the “**Purchaser**”), was the highest or otherwise best offer for the Purchased Assets and Business; and the Court having conducted a sale hearing on [December 14, 2015] (the “**Sale Hearing**”) to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: (i) Apache Energy Services, LLC (4404); (ii) Aqua Handling of Texas, LLC (4480); (iii) HII Technologies, Inc. (3686); (iv) Sage Power Solutions, Inc. fka KMHVC, Inc. (1210); and (v) Hamilton Investment Group, Inc. (0150).

² Terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

consider approval of the sale of the Purchased Assets to the Purchaser pursuant to the APA; and all parties-in-interest having been heard or had the opportunity to be heard regarding the approval of the APA and the transactions contemplated thereby; and upon the Motion and supporting documentation filed in connection therewith; and the Court having reviewed and considered the Motion and any objections or responses thereto; and upon the full record of this case; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties-in-interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND AND DETERMINED THAT:**³

A. Jurisdiction and Venue. The Court has jurisdiction over this matter and over the property of the Debtors and their bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A),(M)-(O). Venue of this case and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 105, 363, and 365, and Fed. R. Bankr. Proc. 2002, 6004, 6006, 9008, and 9014.

C. Notice. Proper, timely, adequate and sufficient notice of the Motion and the relief requested therein, the Sale Hearing, the assumption and assignment of the Assumed Contracts and Leases and related transactions described in the APA (all such transactions being collectively referred to as the “**Sale Transaction**”), has been provided in accordance with

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, and such notice was good, sufficient, and appropriate under the particular circumstances. No other or further notice of the Motion, the relief requested therein and all matters relating thereto, the Sale Hearing, the Sale Transaction or entry of this Sale Order is or shall be required.

D. Opportunity to Object and Bid. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to object to the Sale Transaction. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. Ownership. The Debtors are the sole and lawful owners of the Purchased Assets and no other person or entity has any ownership right, title or interest therein.

F. Prompt Consummation. It is in the best interests of the Debtors and their estates to sell the Purchased Assets within the time constraints set forth in the Motion and the APA. The Sale Transaction must be approved and consummated promptly as provided herein in order to maximize the value of the Purchased Assets for the Debtors' estates.

G. Bidding Process. The bidding processes implemented by the Debtors, as set forth in the Motion, were fair, proper, complete, provided an adequate opportunity for interested parties to submit improved bids, and were reasonably calculated to result in the best value received for the Purchased Assets.

H. Corporate Authority. The Debtors have full corporate power and authority to consummate the Sale Transaction pursuant to the APA, and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the APA, are required for the Debtors to consummate the Sale Transaction.

I. Business Justification. The Debtors have articulated good, sufficient, and sound business reasons for entering into the APA and consummating the Sale Transaction outside a plan of reorganization. It is a reasonable exercise of the Debtors' business judgment to consummate the Sale Transaction.

J. Best Interests. Approval of the APA and the consummation of the Sale Transaction are in the best interests of the Debtors, their estates, their creditors and other parties-in-interest under applicable bankruptcy and nonbankruptcy law.

K. Highest or Otherwise Best. The Purchaser's bid for the Purchased Assets, as memorialized in the APA, is the highest or otherwise best offer received for the Purchased Assets and will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative. The purchase price to be paid by the Purchaser pursuant to the APA is fair consideration and constitutes reasonably equivalent value under applicable bankruptcy and nonbankruptcy law for the Purchased Assets.

L. Arm's-Length Transaction. The APA was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith and from arm's-length bargaining positions. The Purchaser is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the APA to be avoided or be the basis for an award for monetary damages under Bankruptcy Code section 363(n). Specifically, the Purchaser has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement among bidders.

M. Good Faith. All of the actions taken by the Purchaser and its officers, directors, employees, counsel and other professionals in connection with the APA and this

proceeding have been taken in good faith. The Purchaser is a good faith purchaser of the Purchased Assets within the meaning of Bankruptcy Code section 363(m) and is entitled to all of the protections afforded thereby. The Purchaser proceeded in good faith in all respects in connection with the Sale Transaction in that: (i) the Purchaser in no way induced or caused the chapter 11 filing of the Debtors; (ii) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (iii) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Motion; and (v) all payments to be made by the Purchaser pursuant to the APA in connection with the Sale Transaction have been disclosed.

N. Free and Clear. The Purchased Assets constitute property of the Debtors' estates. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of all liens, claims, interests, obligations, rights and encumbrances, except as otherwise specifically provided in the APA. Except as specifically provided in the APA, the Purchaser shall have no liability for any claims against the Debtors or their estates or any liabilities or obligations of the Debtors or their estates. Accordingly, the Debtors may sell the Purchased Assets free and clear of all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims, leases, charges, options, rights of first refusal, rights of first offer, hypothecations, encroachments, retentions of title, conditional sale arrangements, restrictive covenants, easements, servitudes, proxies, voting trusts or agreements, and transfer restrictions under any agreement in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-

contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed (collectively, the “**Interests**”) and adverse claims, except as provided in the APA, because one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied with regard to each such Interest or adverse claim. Those non-Debtor parties with Interests or adverse claims in or with respect to the Purchased Assets who did not object, or who withdrew their objections, to the Sale Transaction or the Motion are deemed to have consented to the sale of the Purchased Assets free and clear of those non-debtor parties’ Interests or adverse claims in the Purchased Assets pursuant to section 363(f) of the Bankruptcy Code. Those holders of Interests or adverse claims in any Purchased Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests or adverse claims, if any, attach to the proceeds derived from the Sale Transaction. The Purchaser would not have entered into the APA, and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Purchased Assets to the Purchaser, and the assumption and assignment of the Assumed Contracts and Leases to the Purchaser were not free and clear of all Interests or adverse claims of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests or adverse claims.

O. Adequate Assurance. The assumption and assignment of the HydroFLOW Distribution Agreement (“**Agreement**”) is integral to the Sale Transaction and is in the best interests of the Debtors and their estates, creditors and all other parties-in-interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. The Purchaser provided adequate assurance of its future performance under the Assumed Contracts and Leases within the meaning of sections 365(b)(1)(c) and (f)(2)(B) of the Bankruptcy Code. Any

counterparty to any of the Assumed Contracts and Leases that has not objected to the assumption and assignment to the Purchaser of the Agreement, or that has withdrawn its objection, is deemed to have consented to the assumption and assignment of such Agreement.

P. Avoidance and Successor Liability. The transfer of the Purchased Assets (including any individual elements of the Sale Transaction) to the Purchaser (i) does not constitute any avoidable transfer under the Bankruptcy Code or under applicable bankruptcy or non-bankruptcy law, and (ii) except as otherwise set forth in the APA, does not, and will not, subject the Purchaser to any liability whatsoever with respect to the operation of the Debtors' business prior to the closing of the Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability.

Q. Compliance with Non-Bankruptcy Law. In satisfaction of sections 363(d) and 541(f) of the Bankruptcy Code, the transfer of property as contemplated by the Sale Transaction complies with applicable non-bankruptcy law governing such a transfer.

R. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Motion. The Motion is hereby granted as provided herein.
2. Objections. All objections to the Motion and the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included in such objections, other than objections to disputed Cure Amounts, are hereby overruled on the merits and denied.

3. Sale Approval. The Sale Transaction and all of the terms and conditions and transactions contemplated by the APA are hereby authorized and approved pursuant to sections 105(a), 363(b), 363(f) and 365(a) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions of the APA. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Transaction, and to effectuate the provisions of this Sale Order and the transactions approved hereby, and to take all further actions as may be required of the Debtors under the APA or requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or its assignees or designees, or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the APA and each and every provision, term and condition thereof be authorized and approved in its entirety.

4. Transfer of the Purchased Assets. As of the closing date under the APA (the “**Closing**”), the Sale Transaction effects a legal, valid, enforceable and effective sale and transfer of the Purchased Assets to the Purchaser, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets.

5. Free and Clear. Except as otherwise provided for in the APA, the transfer of the Purchased Assets shall vest the Purchaser, or its assignees or designees, with all right, title, and interest of the Debtors in the Purchased Assets pursuant to section 363(f) of the Bankruptcy

Code, free and clear of any and all Interests or adverse claims, whether arising by statute or otherwise and whether arising before or after the commencement of these Chapter 11 Cases, whether known or unknown, including, but not limited to, Interests or adverse claims of or asserted by any of the creditors, vendors, employees, suppliers, or lessors of the Debtors or any other third party. Any and all such Interests or adverse claims shall attach to the net proceeds of the Sale Transaction, with the same priority, validity, force, and effect as they now have against the Purchased Assets. Except as set forth in the APA, the Sale Transaction will not subject the Purchaser to any liability for any Interests or adverse claims whatsoever, including, without limitation, statutory claims, that any of the foregoing parties or any other third party may have against the Debtors with respect to the operation of the Debtors' business prior to the closing of the Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability. All persons and entities asserting or holding any Interests or adverse claims in or with respect to the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), howsoever arising, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees, authors, investors, trade and other creditors, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Interests or adverse claims against the Purchaser and/or successors, their respective properties or Purchased Assets. Subject to the Interests or adverse claims attaching to the proceeds of the Sale Transaction, this Sale Order shall be effective as a determination that, as of the Closing, all Interests or adverse claims of any kind

or nature whatsoever existing against the Purchased Assets prior to the Closing have been unconditionally released, discharged and terminated as to the Purchased Assets, and that the conveyances described herein have been effected. Each and every federal, state, and local governmental agency, recording office or department and all other parties, persons or entities is hereby directed to accept for recordation this Sale Order, and any and all documents or instruments necessary or appropriate to effectuate the transactions contemplated by this Sale Order and the APA, as conclusive evidence of the free and clear and unencumbered transfer of title to the Purchased Assets conveyed to the Purchaser, or its assignees or designees. This Sale Order shall be binding upon and govern the conduct of all such federal, state, and local government agencies or departments, including any filing agents, filing officers, title agents, recording agencies or offices, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Purchased Assets. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing interests with respect to the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then (a) the Debtors, if requested by the Purchaser, are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Purchaser and/or the Debtors are hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed,

registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests, liens, claims, obligations, and/or encumbrances, except as otherwise specifically provided in the APA, in or related to the Purchased Assets of any kind or nature whatsoever.

5. Surrender of the Purchased Assets. All entities who are presently, or who as of the Closing may be, in possession of some or all of the Purchased Assets hereby are directed to surrender possession of the Purchased Assets to the Purchaser as of the Closing. On the Closing and subject to the Interests or adverse claims attaching to the proceeds of the Sale Transaction as provided for in this Sale Order, each of the Debtors' creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Interests or adverse claims in the Purchased Assets, if any, as such Interests or adverse claims may have been recorded or may otherwise exist.

6. No Successor Liability. Purchaser is not a "successor" to the Debtors or its estate by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than the Assumed Liabilities, with respect to the Purchased Assets or otherwise, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of liability except for the assumption of the Agreement as expressly provided in the APA. Except to the extent the Purchaser assumes the Agreement and liabilities pursuant to the APA, neither the purchase of the Purchased Assets by the Purchaser or any of its affiliates nor the fact that the Purchaser or any of its affiliates are using any of the Purchased Assets previously operated by the Debtors will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtors' business or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue,

pension, the Employee Retirement Income Security Act of 1974 (ERISA), tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

7. Bulk Sale Laws Inapplicable. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction and the transactions contemplated by the APA.

8. Good Faith. The Sale Transaction has been undertaken by the Debtors and the Purchaser at arm's-length, without collusion. The Purchaser will acquire the Purchased Assets pursuant to the Transaction Documents in good faith under section 363(m) of the Bankruptcy Code and the Purchaser, or its assignees or designees, shall be entitled to all of the protections in accordance therewith. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable, and neither the Sale Transaction nor any element of the Sale Transaction, may be avoided or be the basis for an award of monetary damages under section 363(n) of the Bankruptcy Code. The sale of the Purchased Assets and the consideration provided by the Purchaser shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

9. Assumption and Assignment of the Agreement. Pursuant to section 365(b), (c) and (f) of the Bankruptcy Code, the Debtors are authorized to assume and assign the Agreement as more fully set out in the APA. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Agreement to the Purchaser, (i) the Purchaser shall have all of the rights of the Debtors thereunder and each provision of such Agreement shall

remain in full force and effect for the benefit of the Purchaser notwithstanding any provision in any such Agreement, or in applicable law that prohibits, restricts or limits in any way such assignment or transfer, and (ii) none of the Assumed Contracts and Leases may be terminated, or the rights of any party modified in any respect, including pursuant to any “change of control” clause, by any other party thereto as a result of the Sale Transaction.

10. Payment of Undisputed Cure Amounts. On or as promptly after the Closing as is practical, the Cure Amounts to which no objections have been filed, or to which the Purchaser, the Debtors, and an applicable non-Debtor contract party have agreed as to the allowed Cure Amount, shall be paid pursuant to the APA.

11. The Debtors are authorized to execute a lease for the HydroFLOW Equipment to the Purchaser.

12. The Debtors are authorized to assume and assign the HydroFLOW Distribution Agreement to the Purchaser.

13. The break-up fee and expense reimbursement in the aggregate amount of \$75,000 is approved and payable to Enservco Corporation if Enservco Corporation or its assignee is not the purchaser of the Purchased Assets. The break-up fee and expense reimbursement are payable within two business days after Debtors acceptance of a bid from any person other than Enservco or its assignee.

14. Modifications. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, to the extent that any such modification, amendment, or supplement is not material.

15. Binding Order. This Sale Order and the APA shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors their estates, members, managers and shareholders of the Debtors, all creditors of the Debtors (whether known or unknown), the Purchaser, all interested parties, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee, any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11 and all non-Debtor counterparties identified in Annex 2 and all other non-Debtor parties asserting any Interests or adverse claims in the Purchased Assets.

16. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent.

17. Order Immediately Effective. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon its entry, and the sale approved by this Sale Order may close immediately upon entry of this Sale Order, notwithstanding any otherwise applicable waiting periods.

18. Retention of Jurisdiction. This Court shall retain jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to adjudicate any dispute relating to the Sale Transaction or the proceeds thereof, the assumption, assignment and cure of any of the Assumed Contracts and Leases, to compel delivery of the Purchased Assets to the Purchaser or the Purchaser's assignees or designees, and to protect the Purchaser or the Purchaser's assignees or designees against any Interests or adverse claims against or in the Purchased Assets

Dated: _____, 2015

UNITED STATES BANKRUPTCY JUDGE