



ENTERED  
12/17/2015

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

In re:	§	Chapter 11
	§	
HII TECHNOLOGIES, INC., et al. <sup>1</sup>	§	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;  
AND 3) ASSIGN THE HYDROFLOW DISTRIBUTION AGREEMENT  
(Doct No. 242)

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 Assets<sup>2</sup> 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 consider approval of the sale of the Purchased Assets to the Purchaser pursuant to

<sup>1</sup> 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).

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

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:<sup>3</sup>

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 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

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<sup>3</sup> 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.

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 Agreement within the meaning of sections 365(b)(1)(c) and (f)(2)(B) of the Bankruptcy Code. Any counterparty to the Agreement 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 granted for the reasons stated on the record and as provided herein. The findings and conclusions read into the record by the Court are hereby adopted by reference, in addition to the findings in this order.

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 are hereby overruled on the merits and denied. Specifically, the objections raised by the Ad Hoc Committee of creditors of Apache Energy Services is hereby overruled. Likewise, on the record, the objection of BCL Equipment Leasing LLC ("**BCL**") was withdrawn or, if not, has been

overruled. The Court credits the documentary evidence and testimony of the witnesses, including the representatives of the Debtor, Hilco Industrial, LLC (“**Hilco**”), and Enservco, Inc.

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. Notwithstanding the breadth of the foregoing, upon the Closing, Purchaser is deemed to be 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 Energy Services, LLC.

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.

6. 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. Any Transfer Taxes shall be the Debtors' liability and shall be paid from the sales proceeds.

7. 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 Agreement, 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 associated 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.

8. 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.

9. 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.

10. 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) the Agreement may not 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.

11. 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.

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

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

14. The proceeds of sale (\$1,225,000) may be disbursed and/or withheld by the Debtor:

- a. Of the proceeds, \$1,175,000 is attributable to equipment, entitling Hilco to an 18% premium pursuant to their engagement and the Motion. Thus, the

Debtor is authorized to pay Hilco Industrial LLC \$211,500.00 immediately.

- b. Of the sales proceeds remaining after payment to Hilco, (\$1,225,000 - \$211,500) = \$1,013,500, the Debtor shall pay \$783,500 to the DIP Lenders to be applied as set forth under the Final DIP Order and as restricted by paragraph 14 and 15 of this Order, reserving the amounts below.
- c. \$50,000 shall be reserved from the sales proceeds for the name AES or "Apache Energy Services" and disbursed only upon further order of this Court.
- d. \$150,000 shall be reserved for the disputed claim to hose raised by B.C.L. Equipment Leasing and disbursed only upon further order of this Court, or upon stipulation of the Debtors, the DIP Lenders, and BCL at a date after the entry of this Order.
- e. \$30,000 for the Transfer Tax Holdback required under the APA.

15. BCL, the Debtors, and the DIP Lenders must inspect the disputed hose before January 1, 2016 to attempt to determine ownership. They are also ordered to confer in an effort to resolve ownership. If they are unable to agree, they may ask the Court for resolution at any time, by motion, litigation, or alternate dispute resolution. If BCL is entitled to proceeds of sale from equipment sold in this Sale Order that exceeds the reserve set forth in paragraph 14(d) immediately above, then the DIP Lenders will disgorge the proceeds in excess of paragraph 14(d) (up to the amount received under paragraph 14(b)), based upon either a stipulation of the Debtors, the DIP Lenders, and BCL or, if the parties are unable to agree, upon a final Court order which determines BCL is entitled to an amount in excess of the reserve established in paragraph 14(b).

16. The Court will entertain a motion, agreed order, or other proceeding to determine the rights of the Ad Hoc Committee of Creditors of Apache Energy Services and the funds escrowed under paragraph 14(c) which funds will only be disbursed upon subsequent order of this Court. In the event that a final court order determines the value of the name "Apache

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Energy Services” exceeds the amount reserved in paragraph 14(c), then the DIP Lenders will disgorge the additional proceeds allocable to the name up to the amount actually received by them. Any determination regarding the value of the name will only be made after the filing of a proper motion or adversary complaint (as applicable) with statutory notice.

17. 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.

18. 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 any non-Debtor counterparties to the Agreement and all other non-Debtor parties asserting any Interests or adverse claims in the Purchased Assets.

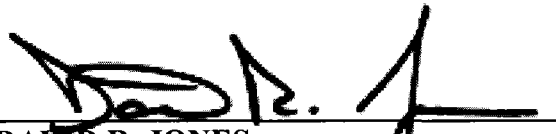
19. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent.

20. 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.

21. 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.

22. Item No. 270 on Schedule 1.1 of the APA shall not include equipment owned by Axis Capital, LLC.

**SIGNED: December 17, 2015.**

  
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**DAVID R. JONES**  
**UNITED STATES BANKRUPTCY JUDGE**

**December 16, 2015**

**ASSET PURCHASE AGREEMENT**

**by and between**

**HEAT WAVES WATER MANAGEMENT, LLC**

**as Purchaser,**

**and**

**HII TECHNOLOGIES, INC.**

**APACHE ENERGY SERVICES LLC DBA AES WATER SOLUTIONS**

**AQUA HANDLING OF Texas, LLC D/B/A AQUATEX**

**SAGE POWER SOLUTIONS, INC. D/B/A SAGE**

**and**

**HAMILTON INVESTMENT GROUP, INC. D/B/A HAMILTON WATER TRANSFER**

**as Seller**

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## EXHIBITS

- A Assignment of Contract
- B Bill of Sale and Assignment
- C Sale Order
- D Form of First Lease of Two Seller Owned HydroFLOW Units
- E Form of Second Lease of Core Asset Group Two to be Purchased by Seller
- F Form of Preferential Leasing Rights Assignment

## SCHEDULES

- Schedule 1.1 Specifically Identified Assets
- Schedule 5.6 Liability Claims
- Schedule 5.7 Litigation
- Schedule 5.14(c) Domain Names

**EXHIBITS**

A	Assignment of Contract
B	Bill of Sale and Assignment
C	Sale Order
D	Form of First Lease of Two Seller Owned HydroFLOW Units
E	Form of Second Lease of Core Asset Group Two to be Purchased by Seller
F	Form of Preferential Leasing Rights Assignment
1.1(c)(h)	Assignment of Names and IP
2.2(a)	Earnest Money Escrow Agreement

**SCHEDULES**

Schedule 1.1	<i>Specifically Identified Assets</i>
Schedule 7.12(a)	Trademarks and Trademark Rights
Schedule 7.12(b)	Copyrights
Schedule 7.12(c)	Domain Names
Schedule 7.12(e)	Non-Owed or Non-Maintained IP.

**CORRECTED EXHIBIT and SCHEDULE SUMMARY PAGE**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is made and entered into as of December \_\_, 2015 (the "**Execution Date**") by and between HII Technologies, Inc., Apache Energy Services LLC d/b/a AES Water Solutions, Aqua Handling of Texas, LLC d/b/a AquaTex, Sage Power Solutions, Inc. d/b/a Sage and Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer (collectively "**Seller**"), and Heat Waves Water Management, LLC, a Colorado limited liability company or its assignee ("**Purchaser**"). In this Agreement, Seller and Purchaser are collectively referred to as the "**Parties**" (and each, a "**Party**"). Capitalized terms used in this Agreement are intended to have the meaning given to such terms in Section 16 hereof.

## RECITALS

The Parties hereby acknowledge that:

A. Seller is engaged many lines of businesses, one of which provides support services to oil and gas exploration companies in the United States, including delivery of water to drilling sites for use in fracking operations and treatment thereof ("**Frac Water Management**").

B. On September 18, 2015, Seller filed voluntary petitions (the "**Petition**") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), which cases have been jointly administered under Case Number 15-60070 (DRJ) (further defined as the "**Chapter 11 Case**" in Section 16).

C. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, certain of the assets and properties of Seller relating to Frac Water Management; Seller also wishes to assume and assign to Purchaser, and Purchaser wishes to accept from Seller, certain executory contracts and Seller wishes to lease to Purchaser and Purchaser wishes to lease from Seller certain equipment, all pursuant to the terms hereof, all in the manner and subject to the terms and conditions set forth herein (such transactions, the "**Contemplated Transactions**").

## AGREEMENT

In consideration of their respective covenants set forth herein, the Parties agree as follows:

### 1. Transfer of Assets.

#### 1.1 Purchase and Sale of Assets.

On the Closing Date and on the terms and conditions hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire, accept and receive from Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest to, assets listed on the attached Schedule 1.1 (which were used in connection with its Frac Water Management operations, and not any specifically Excluded Assets (such assets and properties other than Excluded Assets, collectively, the "**Purchased Assets**" and each, a "**Purchased Asset**"), including but not limited to the following:

(a) Except as specifically 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

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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 plus all goods, products, parts and supplies used in connection with the Frac Water Management (such as mechanic's tools and equipment), wherever located, and whether on hand, on order, in transit, or held by others (collectively the "**Equipment**") and all manufacturers' warranties, maintenance records, and certifications pertaining to any of the above described assets.

(b) 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, except any furniture, equipment or computers not listed or described on Schedule 1.1 and located at Seller's headquarters in Houston, Texas.

(c) All patents, trademarks, tradenames for Apache/AES, AquaTex, Sage and Hamilton and copyrights listed on Schedule 1.1. related to the Frac Water Management, but excluding the trade name of HIIT, HIIT's telephone number, domain name, EIN, and other identifying information of HIIT.

(d) All rights of Seller under the HydroFLOW Agreement.

(e) [Reserved]

(f) [Reserved]

(g) All rights and Claims arising out of, relating to or reasonably necessary to enforce or enjoy the benefits of any of the Purchased Assets including any other property and assets pertaining to or used or useful in the ownership of the Purchased Assets, but specifically excluding insurance recoveries and rights to assert Claims with respect to any insurance recoveries of any insurance policies covering casualty loss of any Purchased Asset.

(h) All rights in or to the names "Apache Energy Services, LLC", "AES Water Solutions", "Aqua Handling of Texas, LLC", "AquaTex", "Sage Power Solutions, Inc.", "Sage", "Hamilton Investment Group" and "Hamilton Water Transfer" including all of the good will associated with such names and marks as well as the right to collect for any infringements of such names and marks occurring after the Closing Date. However the Seller retains the right to use those names for tax returns Legal Proceedings and Collections for periods prior to the Effective Time of Closing, for 60 days after the Closing Date in the Chapter 11 Case, and for 24 months after the Closing Date in any legal proceedings.

## 1.2 Right of First Refusal

To the extent that Seller or Purchaser discover 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 remaining Additional Assets ("**ROFR**"). Seller shall give written notice to Purchaser of the discovery of any Additional Assets ("**Asset Discovery Notice**"), within ten (10) days of such discovery including a description of the specific Additional Asset and the proposed purchase or lease price for each Additional Asset (based on Seller's good faith belief that the proposed purchase or lease price for each asset represents the then fair market value of Such Additional asset).

Purchaser shall, within ten (10) days of receipt of any Asset Discovery Notice, give written notice to Seller as to whether it desires to exercise the ROFR ("**ROFR Notice**"). Purchaser shall, include in the ROFR Notice any response to Seller in writing that it accepts some or all of the terms of such Asset Discovery Notice, or proposes different terms, it being understood and agreed that Seller may reject some or all of the terms in the ROFR Notice.

Seller shall, within five (5) days of receipt of any ROFR Notice, respond to Purchaser in writing that it accepts some or all of the terms of such ROFR Notice ("**ROFR Response**").

For five (5) days after receipt of a ROFR Response, Purchaser shall have the exclusive right to purchase or lease the Additional Assets subject to such response based on the terms of the ROFR Notice or ROFR Response, as applicable. If Purchaser does not provide Seller with written assent to the terms of the ROFR Response within five (5) days, Purchaser shall lose its exclusive rights as to the affected assets.

A lack of timely response to an Asset Discovery Notice shall be deemed a waiver of Purchaser's right of first refusal as to the affected assets so long as Seller has confirmed Purchaser's receipt of such Asset Discovery Notice. A lack of a timely response to an ROFR Notice shall be deemed Seller's acceptance of Purchaser's proposed purchase price so long as Purchaser had confirmed Seller's receipt of such ROFR Notice and the parties shall close on such Additional Assets within fifteen (15) days. All of the provisions in this Section 1.1(l) shall survive the Closing Date.

1.3 Purchased Assets Not Delivered. To the extent that Seller discovers or comes into possession of any assets listed on Schedule 1.1 that were not delivered to Purchaser by the Closing Date ("**Undelivered Purchased Assets**"). Seller shall notify Purchaser of such discovery or possession and immediately deliver possession of any such Undelivered Purchased Assets to Purchaser.

#### 1.4 Excluded Assets.

Notwithstanding anything to the contrary in this Agreement or the Lease Agreements, nothing herein shall be deemed an agreement to sell, transfer, assign or convey any of the Excluded Assets to Purchaser, and Seller shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. Seller represents that the Excluded Assets will be used in the operations of Seller going forward. For purposes of this Agreement and the Lease Agreements, the term "**Excluded Assets**" shall collectively consist of only the following items, assets and properties of Seller (whether or not such assets are otherwise described in Section 1.1) as of the Closing (and each, an "**Excluded Asset**"):

(a) The Core Assets subject to the Lease Agreements described in Sections 3.2(h) and 3.2(i) and 3.2(j).

(b) 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.

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

(d) All equipment and other tangible personal property, wherever located, together with all manufacturers' warranties pertaining to the same that is subject to personal property leases that are not assumed by Purchaser.

(e) Legal claims, lawsuits, Avoidance Actions or similar claims, including (but not limited to) 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.

(f) 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.

(g) Any directors' and officers' liability insurance policies of the Seller and the proceeds thereof.

(h) 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.

(i) Any Business permits.

(j) 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 Purchased Assets by persons other than Purchaser.

(k) 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:

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

(ii) emails, communications or correspondence of the Seller, and/or

(iii) computers, file cabinets, hard drives, network storage, cloud storage or hard drives containing information referred to in clauses (i) or (ii) of this Section 1.2(k).

(l) 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.

(m) The trade name HIIT and HIIT's domain name.

(n) HIIT's telephone number, EIN, and other identifying information of HIIT and EIN's of all sellers.

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

(p) Any assets and equipment owned by Seller and not described in Schedule 1.1 except to the extent subject to the ROFR.

1.5 Executory Contracts and Leases.

(a) As part of the Sale Motion, Seller is seeking approval by the Bankruptcy Court of the sale, assumption and assignment by Seller to Purchaser of Seller's HydroFLOW Agreement. Seller served the Sale Motion on HydroFlow along with a notice specifically stating that Seller is seeking the sale, assumption and assignment of the HydroFLOW Agreement.

(q) Non-Assignment of Contracts and Permits. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or Business Permit other than the HydroFLOW Agreement, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer of such Contract or Business Permit would, in the absence of a Necessary Transfer Consent, constitute a breach or violation of the terms thereof; provided, however, that Seller acknowledges that the failure to assign or transfer the HydroFLOW Agreement would constitute the non-satisfaction of a condition precedent of Purchaser's obligations under Section 4.2.

2. Consideration.

2.1 Purchase Price.

(a) The consideration to be delivered by Purchaser for the Purchased Assets shall consist of the payment of \$1,225,000.00 in cash at Closing (the "**Base Cash Purchase Price**"), which is subject to adjustment in accordance with Section 2.1(b). The Base Cash Purchase Price, as adjusted pursuant to the terms and conditions of this Agreement, is referred to herein as the "**Purchase Price**". Except for fees ordered awarded to Hilco Industrial LLC ("**Hilco**") to be paid by Seller, 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 Contemplated Transactions. Under no circumstance shall Purchaser be liable for, or be required to pay, any fees or buyer's premium to Hilco.

(b) This Agreement is subject to termination by Purchaser if Purchaser is unable to verify the existence of any of the Purchased Assets owned by Seller described on the attached Schedule 1.1, or Seller does not own all of the Purchased Assets described on the attached Schedule 1.1, as follows:

(i) No later than 14 days after entry of the Sale Order, but under no circumstance later than December 31, 2015, Purchaser shall provide written notice to Seller of its inability to verify the existence or ownership of any of the Purchased Assets ("**Compromised Assets**") listed on Schedule 1.1, and propose a valuation of each of the Compromised Assets ("**Compromised Asset Notice**"). To the extent any Compromised Assets were given a value by Hilco, the valuation will be 67% of the Hilco June 2015 valuation of any Compromised Asset. So long as the value of all of the Compromised Assets does not exceed 10% of the Purchase Price (that 10% of the Purchase Price being \$122,500.00 or the "Bucket Amount"), there will be no right to terminate this Agreement Based on the Compromised Assets value. If the



Compromised Assets Value exceeds \$122,500, then this Agreement may be terminated by the Purchaser under Section 15.

## 2.2 Deposits.

(a) Earnest Money Deposit. Upon execution and delivery of this Agreement, Seller and Purchaser shall enter into the Deposit Earnest Money Escrow Agreement and Purchaser shall deposit \$150,000.00 with the Escrow Holder (or registry of the Court or as otherwise agreed), as an earnest money deposit (as deposited, together with interest accrued thereon, the "***Escrow Earnest Money Deposit***"). The Escrow Earnest Money Deposit shall be held by Escrow Holder in a segregated escrow account in accordance with the terms and conditions of the Deposit Earnest Money Escrow Agreement and this Agreement. Seller and Purchaser shall bear equally the fees and costs of the Escrow Holder with respect to the Escrow Earnest Money Deposit. Prior to payment to Seller, the Escrow Earnest Money Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of the Seller. At Closing, the Escrow Earnest Money Deposit shall be credited to and applied toward the Base Cash Purchase Price. If this Agreement terminates without a Closing, the Escrow Holder shall immediately disburse the Escrow Earnest Money Deposit as follows:

- (i) to Seller if this Agreement is terminated by Seller pursuant to Section 15.3 (except if this Agreement is terminated by Seller pursuant to Section 15.3(b) because the condition precedent to Seller's obligations specified in Section 6.1(c) or in Section 6.1(d) shall not have been satisfied or waived); and
- (ii) to Purchaser if this Agreement is terminated (A) pursuant to Section 15.1 or Section 15.2, (B) by Purchaser pursuant to Section 15.41 or (C) by Seller pursuant to Section 15.3(b) because the condition precedent to Seller's obligations specified in Section 6.1(c) or in Section 6.1(d) shall not have been satisfied or waived.

## 2.3 Assumed Liabilities.

Effective as of the Closing Date, Purchaser shall assume the following Liabilities of Seller: (i) All Liabilities relating to the HydroFLOW Agreement (other than Seller's obligation to purchase 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 and then leased by Seller to Purchaser as contemplated by the Second Lease Agreement) and (ii) all Liabilities associated with taxes, maintenance, insurance, wear, insurance and loss of any of the Core Assets that are subject to the Lease Agreements between Seller and Purchaser during the term of the applicable Lease Agreement. (collectively, the "***Assumed Liabilities***"). (collectively, the "***Assumed Liabilities***").

## 2.4 Excluded Liabilities.

Notwithstanding anything to the contrary contained in this Agreement, other than as to Assumed Liabilities, Purchaser shall not be obligated to assume or to perform or discharge any Liabilities



of Seller (including Seller's obligation to purchase 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) collectively, the "**Excluded Liabilities**").

## 2.5 Purchase Price Allocation.

Purchaser shall use its commercially reasonable efforts to deliver to Seller, no later than ninety (90) days after the Closing Date, a schedule (the "**Allocation Schedule**"), allocating the Purchase Price among the various assets comprising the Purchased Assets in accordance with Treasury Regulation 1.1060-1 (or any comparable provisions of state or local Tax law) or any successor provision. The Allocation Schedule shall be subject to the approval of Seller, which approval shall not be unreasonably withheld or delayed. The Allocation Schedule shall be reasonable and prepared in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. Purchaser and Seller shall report and file all Tax Returns (including any amended Tax Returns and claims for refund) consistent with the Allocation Schedule and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other Legal Proceedings). Purchaser and Seller shall file or cause to be filed any and all forms (including U.S. Internal Revenue Service Form 8594), statements and schedules with respect to such allocation, including any required amendments to such forms. Not later than thirty (30) days prior to the filing of their respective Forms 8594 (and analogous state law forms) relating to the Closing, each Party shall deliver to the other Party a copy of its Form 8594 (and such analogous state law forms).

## 3. Closing Transactions.

### 3.1 Closing.

The Closing of the Contemplated Transactions (the "**Closing**") shall take place on or before the third day following the satisfaction or waiver by the appropriate Party of all the conditions contained in Section 4, or on such other date (no later than the Outside Date) as may be agreed to by the Parties hereto; subject, however, to the provisions of Section 15 (the date on which the Closing occurs, hereinafter the "**Closing Date**"). Seller shall maintain current payments on all real property leases regarding property where any of the Purchased Assets are stored ("**Asset Yards**"), through and including December 31, 2015. Purchaser shall have the option to set the Effective Date of Closing as late as January 1, 2016. If Purchaser allows any of the Purchased Assets to occupy any Asset Yard after January 1, 2016, Purchaser shall be responsible for any rent due in or after 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.

### 3.2 Seller's Payments and Deliveries at Closing.

On the earlier of the Closing Date and December 31, 2015, Seller shall satisfy the 2015 annual minimum order requirements under the HydroFLOW Agreement and no later than the Closing Date Seller shall deliver or cause to be delivered to Purchaser:

- (a) the Court order required by Section 4.2(a), duly executed by Seller;
- (b) an assignment and assumption of the HydroFLOW Agreement substantially in the form of Exhibit A hereto, duly executed by Seller, pursuant to which Seller's

interest in the HydroFLOW Agreement shall be assigned to Purchaser (the "**Assignment of Contract**").

(c) certification in writing that the 2015 annual minimum order requirements under the HydroFLOW Agreement have been satisfied.

(d) a Bill of Sale and Assignment, substantially in the form attached as Exhibit B hereto, duly executed by Seller, pursuant to which Seller's interest in any Purchased Assets not otherwise assigned at the Closing shall be assigned to Purchaser (the "**Bill of Sale**");

(e) certificates of title, or affidavits of lost or missing title, duly executed by Seller and any lender asserting a security interest on the title, required to convey ownership of any motor vehicles, other titled Equipment or similar Equipment included within the Purchased Assets;

(f) an affidavit of an officer of Seller, setting forth the name, address and federal tax identification number of Seller and stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Code. If, on or before the Closing Date, Purchaser shall not have received such affidavit, Purchaser may withhold from the Base Cash Purchase Price at Closing such sums as are required to be withheld therefrom under Section 1445 of the Internal Revenue Code;

(g) Transfer Consents for the HydroFLOW Agreement and any other bills of sale, endorsements, assignments, instruments of transfer and conveyance, or other documents, certificates or agreements required by Purchaser or contemplated to be delivered by Seller to Purchaser at the Closing to transfer to Purchaser good and marketable title to the Purchased Assets in accordance with this Agreement, free and clear of all Encumbrances thereon other than Permitted Encumbrances or otherwise necessary to effect the Contemplated Transactions.

(h) A counterpart of the First Lease Agreement, duly executed by Seller, for the Seller's two currently owned HydroFLOW Units and associated surge protectors, in the form attached hereto as Exhibit D, 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 purchase options as described in the First Lease Agreement.

(i) a counterpart of the Second Lease Agreement (master lease), duly executed by Seller, in substantially the form attached hereto as Exhibit E, that provides for Purchaser's lease of three (3) 12 inch and four (4) 14 inch HydroFLOW Units (each with a surge protector) to be purchased by Seller thereby satisfying Seller's annual minimum order requirements for 2015 under the HydroFLOW Agreement ("**Core Asset Group Two**") at monthly rental cost of \$800.00 per 12 inch HydroFLOW unit and surge protector and \$927.00 per 14 inch HydroFLOW unit and surge protector for twenty-four (24) months with purchase options as described in the Second Lease Agreement. Term and rental payments of the Second Lease will commence upon delivery of the units to Purchaser.

(j) **Core Asset Group 3** – from time to time, if Purchaser desires to lease new HydroFLOW Units they may offer HIIT the right to act as lessor of future HydroFLOW units on commercially reasonable terms, which right shall not restrict Purchaser from buying or leasing units from any other Person.

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(k) all maintenance records and copies of any warranties related to the Purchased Assets in possession of the Debtors;

(l) Written assignment of all of Sellers interests in (i) all patents, trademarks and tradenames for Apache/AES, AquaTex, Sage and Hamilton and (ii) the names "Apache Energy Services, LLC", "AES Water Solutions", "Aqua Handling of Texas, LLC", "AquaTex", "Sage Power Solutions, Inc.", "Sage", "Hamilton Investment Group" and "Hamilton Water Transfer" (subject to the provisions of section 1.1(h), including all of the good will associated with such names and marks as well as the right to collect for any infringements of such names and marks occurring after the Closing Date.

(m) any such other documents, funds or other things reasonably requested by Purchaser or contemplated by this Agreement to be delivered by Seller to Purchaser at the Closing; and

(n) consent of the DIP Lenders to the sale of their collateral.

4. Purchaser's Deliveries to Seller at Closing.

On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller:

(a) written instructions to the Escrow Holder, signed by Purchaser, instructing the Escrow Holder to release to Seller, by wire transfer of immediately available funds into an account or accounts designated by Seller, the Escrow Earnest Money Deposit which shall be applied by Seller as a credit against the Base Cash Purchase Price;

(b) by wire transfer of immediately available funds into an account or accounts designated by Seller, the sum of (i) the Base Cash Purchase Price, less (ii) the Escrow Earnest Money Deposit to be released pursuant to Section 2.2(a), less (iii) the funds, if any, to be withheld pursuant to Section 3.2(f), less (iv) the Transfer Tax Holdback;

(c) (i) a counterpart of the First Lease Agreement for Core Asset Group One, duly executed by Purchaser, and (ii) a counterpart of the Second Lease Agreement, duly executed by Purchaser;

(d) appropriate evidence of all necessary corporate company action by Purchaser in connection with the Contemplated Transactions, including: copies of resolutions duly adopted by Purchaser's board of directors approving the Contemplated Transactions and authorizing the execution, delivery, and performance by Purchaser of this Agreement and the Lease Agreements to which Purchaser is a party;

(e) a written allocation of value to the name "AES", "Apache Energy" and/or "Apache Energy Services" but that allocation has no binding effect on Seller;

(f) a counterpart of the Preferential Leasing Rights Assignment duly executed by Purchaser;

(g) any such other documents, funds or other things reasonably requested by Seller or contemplated by this Agreement to be delivered by Purchaser to Seller at the Closing.

5. Sales, Use and Other Taxes.

To the extent not exempt under the Bankruptcy Code, any sales, purchase, transfer, stamp, documentary stamp, use, registration, or similar Taxes and registration and title fees under the laws of the states in which any portion of the Purchased Assets is located, or any subdivision of any such state, or under any federal law or the laws or regulations of any federal agency or authority, which may be payable by reason of the sale or transfer of the Purchased Assets under this Agreement (the "**Transfer Taxes**"), if any, shall be borne and paid by Seller. No later than five (5) days before the Closing Date, Purchaser shall deliver to Seller a reasonable good faith estimate of the Transfer Taxes. Such amount multiplied by 1.25 shall be withheld from the Purchase Price and shall be referred to herein as the "**Transfer Tax Holdback**". Seller shall be solely responsible for the preparation and filing of all relevant Tax Returns required to be filed in respect of such Transfer Taxes. No later than five (5) days after the final determination of the amount of the Transfer Taxes by Seller, Purchaser shall deliver to the applicable taxing authority, by wire transfer or otherwise immediately available funds into an account designated by the applicable taxing authority, an amount equal to the Transfer Taxes. Purchaser shall pay to Seller any unused portion of the Transfer Tax Holdback within 30 days after payment of all Transfer Taxes.

5.1 Possession and Risk of Loss.

Right to possession of the Purchased Assets shall transfer to Purchaser at the Effective Time of Closing. Seller shall transfer and deliver to Purchaser on the Closing Date (or thereafter, promptly, and in any event within two (2) Business Days, after Purchaser's request) such keys, locks, safe combinations, computer passwords and other similar items as Purchaser may reasonably require to obtain occupation and control of the Purchased Assets and shall also make available to Purchaser the originals of all documents in Seller's actual possession that are required to be transferred to Purchaser by this Agreement. Seller will retain all risk of loss with respect to the Purchased Assets until the Effective Time of Closing. Upon the Effective Time of Closing, possession and risk of loss related to the Purchased Assets shall pass to Purchaser.

5.2 Effect and Effectiveness of Closing.

Upon consummation of the Closing, the Contemplated Transactions, including the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder, shall be deemed to have occurred as of 12:01 a.m. (Central time) on January 1, 2016, even if actual funding and transfer of documents do not occur until the Outside Date (the "**Effective Time of Closing**"). Unless provided otherwise herein or agreed otherwise in writing by the Parties, documents delivered at the Closing shall be dated as of the Closing Date.

6. Conditions Precedent to Closing.

6.1 Conditions to Seller's Obligations.

Seller's obligation to make the deliveries required of Seller on the Closing Date and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Seller):

- (a) Purchaser shall have substantially performed or tendered performance of each material covenant on Purchaser's part to be performed which, by its terms, is required to be performed at or before the Closing, and Seller shall have received a certificate by an officer of Purchaser, dated as of the Closing Date, to the effect that each of the conditions precedent to Closing set forth in Section 4.2 either have been satisfied or have been waived by Purchaser.

(b) Purchaser shall have tendered delivery of all items required to be delivered by Purchaser under Section 3.3.

(c) No Legal Proceeding that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a Claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.

(d) The Bankruptcy Court shall have entered the Sale Order in accordance with Section 8.1 and the Sale Order shall not have been stayed.

6.2 Conditions to Purchaser's Obligations.

Purchaser's obligation to make the deliveries required of Purchaser on the Closing Date and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Purchaser):

(a) 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.

(b) 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.

(c) Entry of a final and non-appealable Bankruptcy Court order authorizing the Lease Agreements.

(d) All bankruptcy court approvals necessary or advisable in connection with the sale of the Purchased Assets 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 Contemplated Transactions;

(e) 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 Purchased Assets or that could reasonably be expected to have a material adverse effect on the Purchased Assets;

(f) All information which was made available prior to the Closing of the Contemplated Transactions 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 Purchased Assets, from the information so previously made available;



(g) All documents required to be delivered under this Agreement including documentation relating to the Purchased Assets and officers' certificates, shall have been delivered to Purchaser;

(h) All of the representations and warranties of Seller contained herein shall continue to be true and correct at the Closing in all material respects, and Seller shall have substantially performed or tendered performance of each and every covenant on Seller's part to be performed which, by its terms, is required to be performed at or before the Closing, including the covenants contained in Section 10, and Purchaser shall have received a certificate by officers of Seller, dated as of the Closing Date, to such effect and to the effect that each of the conditions precedent to Closing set forth in Section 6.1 either have been satisfied or have been waived by Seller.

(i) Any Necessary Transfer Consents for the assumption and assignment by Seller of the HydroFLOW Agreement to Purchaser shall have been received.

(j) Seller shall have tendered delivery of all items required to be delivered by Seller under Section 3.2.

(k) No Legal Proceeding that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a Claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.

(l) The Bankruptcy Court shall have entered the Sale Order in accordance with Section 10 and the Sale Order shall not have been stayed.

(m) No material portion of the Purchased Assets shall have suffered any material loss or damage on account of fire, flood, accident, act of war, civil commotion, or any other similar cause or event to an extent which, in the reasonable opinion of Purchaser, materially affects the value of such Purchased Assets; and

(n) Notwithstanding the foregoing, Purchaser may, in its sole discretion, waive one or more of foregoing conditions precedent; and provided further, however, that, with respect to conditions (a), (b), (c), (d) and (l), these conditions shall be deemed satisfied if the Bankruptcy Court order(s) includes findings described in condition 6.2(a) and a finding that the Purchaser is a good-faith purchaser and/or lessor as provided in 11 U.S.C. § 363(m) and the Bankruptcy Court waives the fourteen-day stay of effectiveness, if any, of such order(s) as permitted under Rules 6004(h) and/or 6006(d) of the Federal Rules of Bankruptcy Procedure.

## 7. Seller's Representations and Warranties.

Seller hereby makes the following representations and warranties to Purchaser:

### 7.1 Organization and Authority.

Each Seller is formed, validly existing and in good standing under the laws of the state of formation. Each Seller has a Bankruptcy Court order authorizing the Contemplated Transactions. No Seller except HII Technologies, Inc. has subsidiaries.

7.2 Notice of Sale.

Seller has provided notice of its proposed sale of the Purchased Assets free and clear of liens claims and interests to all persons who assert any lien claim or interest in any of the Purchased Assets. Such persons include but are not limited to Heartland Bank, McClarty Capital Partners SBIC, L.P. and former insiders of AES.

7.3 Due Authorization and Enforceability.

The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the Contemplated Transactions have been duly authorized by all requisite corporate action. Subject to the entry and effectiveness of the Sale Order, this Agreement will be duly and validly executed and delivered by Seller and (assuming this Agreement constitutes a valid and binding agreement of Purchaser) will constitute a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as may be limited by the Standard Exceptions to Enforceability.

7.4 Approvals and Consents.

No Consent by, or declaration, filing or registration with, any Governmental Body or any other Person is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement by Seller and the consummation of the Contemplated Transactions, except for Consents by, or declarations or filings with, the Bankruptcy Court and Consents required to transfer the HydroFLOW Agreement to Seller.

7.5 No Conflict.

Subject to the entry of the Sale Order, neither the execution, delivery or performance of this Agreement by Seller, nor the consummation by Seller of the Contemplated Transactions, nor compliance by Seller with any of the terms and conditions hereof, conflict with or result in any breach of the articles of incorporation or bylaws of any Seller or violate any material Legal Requirement applicable to Seller or to the Purchased Assets.

7.6 Product Liability.

Seller has no Knowledge of any Person who has asserted any Liability arising out of any injury to Persons or property as a result of the ownership, possession or use of any product sold by Seller prior to the Closing Date. Seller is not aware of any Legal Proceeding that has been threatened in writing, commenced, conducted or heard by or before a Governmental Body, nor is Seller aware that any such Legal Proceeding been pending at any time since January 1, 2015, seeking the recall, withdrawal, suspension or seizure of any product sold by Seller.

7.7 Litigation.

Except for the Chapter 11 Case Seller is not aware of any material Legal Proceeding pending that, once the Sale Order is given effect, will result in any Liability on Purchaser or in respect of the Purchased Assets or, to the Seller's Knowledge, threatened against Seller that could result in the imposition of any Liability on Purchaser or in respect of the Purchased Assets, nor is there any judgment or Order of any Governmental Body (other than the Bankruptcy Court) outstanding against Seller.

7.8 Compliance with Legal Requirements.

Seller has not been given notice or been charged with any violation of any Legal Requirement of any Governmental Body. To Seller's Knowledge, Seller is not in material violation of any Legal Requirement. No investigation or review by any Governmental Body is pending or, to the Seller's Knowledge, threatened, against Seller or any of its assets and properties, nor has any Governmental Body indicated to Seller an intention to conduct the same. Seller has complied in all respects with all applicable Legal Requirements in the operation ownership and use of the Purchased Assets.

7.9 Environmental Matters.

Seller has no Knowledge of any written notice not subsequently resolved with respect to the Purchased Assets, or any property owned or leased by Seller, from any Governmental Body or third party alleging that Seller is not in compliance with, or is subject to, any Liability under any Environmental Laws. Seller has no notice of any Liabilities, including Liabilities for any penalties, fines or forfeitures, arising out of failure to comply with any Environmental Laws nor is Seller on notice that it is required to remedy any existing condition or remove any Hazardous Substance from any real property.

7.10 Title to and Use of Property.

Seller has, and subject to the Sale Order shall convey to Purchaser at the Closing, good and marketable title to all of the Purchased Assets, in each case free and clear of all Encumbrances.

7.11 Real Property.

- (a) Seller does not own any real property.
- (b) The Sellers have disclosed on their bankruptcy schedules or otherwise i) all real property leased by Seller and contact information for each lessor and/or owner of any such real property.

7.12 Intellectual Property.

- (a) Trademarks and Trademark Rights. Schedule 7.12(a) sets forth an accurate and complete list of all Trademarks and Trademark Rights owned by Seller, licensed by Seller, used by Seller in the Business, or registered or pending applications for registration of any Trademarks described in clauses (i) or (iii) in any jurisdiction.
- (b) Copyrights. Except as set forth on Schedule 7.12(b), Seller does not own, license or use any registered Copyrights in connection with the Business.
- (c) Domain Names. Schedule 7.12(c) sets forth an accurate and complete list of all Domain Names of Seller (other than Domain Names used by HIIT).
- (d) All of the above Intellectual Property Assets are part of the Purchased Assets, even if not listed on Schedule 1.1.
- (e) Except as set forth on Schedule 7.12(e):



(i) Seller owns or licenses all of the Intellectual Property Assets being conveyed and has valid rights in and to, including all rights to use, reproduce, publish, distribute, transmit, perform, display, and create derivative works of, as applicable, all such Intellectual Property Assets as such Intellectual Property Assets are used in the Ordinary Course of Business, in each case, free and clear of all Encumbrances (other than Permitted Encumbrances).

(ii) Seller has made reasonable efforts to protect and maintain the proprietary nature of each material item of the Intellectual Property Assets and the confidentiality of the confidential Intellectual Property Assets and other confidential information material to the Business.

(iii) In the operation of the Business as conducted in the Ordinary Course of Business: (A) to Seller's Knowledge, Seller has not and is not violating any intellectual property rights of, or any Intellectual Property Licenses from, any other Person; and (B) there are no Legal Proceedings, pending or threatened in writing, concerning any claim that Seller has infringed, diluted, misappropriated, or otherwise violated any intellectual property rights of, or any Intellectual Property Licenses from, any other Person.

(f) Seller has taken commercially reasonable actions to protect the confidentiality, integrity and security of its software, databases, systems, networks and internet sites and all information stored or contained therein or transmitted thereby from potential unauthorized use, access, interruption or modification by third parties. Seller is in compliance with all applicable Legal Requirements with regard to the transmission and storage of such information.

7.13 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of Seller is, or will be, entitled to any commission or broker's or finder's fees from Purchaser in connection with the Contemplated Transactions.

8. Purchaser's Warranties and Representations.

Purchaser hereby makes the following representations and warranties to Seller:

8.1 Organization.

Purchaser is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Colorado. Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Contemplated Transactions.

8.2 Due Authorization and Enforceability.

The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the Contemplated Transactions have been duly authorized by all requisite limited liability company action. This Agreement has been duly executed and delivered by Purchaser and (assuming this Agreement constitutes a valid and binding agreement of Seller) constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as may be limited by the Standard Exceptions to Enforceability.

### 8.3 No Conflict.

The execution and delivery of this Agreement, the consummation of the Contemplated Transactions, and the performance of and compliance with the terms and conditions hereof by Purchaser do not and will not: (a) conflict with or result in a breach of the articles of organization or operating agreement of Purchaser; or (b) violate any material Legal Requirement applicable to Purchaser.

### 8.4 Financial Resources.

Purchaser has sufficient liquidity necessary to promptly consummate the Contemplated Transactions upon the terms and conditions set forth in this Agreement, and such financial resources are not subject to any constraints, conditions or contingencies that could in any way materially affect Purchaser's ability to consummate the Contemplated Transactions or perform hereunder.

### 8.5 Broker's or Finder's Fees.

Other than any buyer's premium authorized by order of the Bankruptcy Court to Hilco Industrial, LLC, no agent, broker, person or firm acting on behalf of Purchaser is, or will be, entitled to any commission or broker's or finder's fees from Seller in connection with the Contemplated Transactions.

## 9. "AS IS" Transaction.

Subject only to (a) the Transfer Tax Holdback (b) the representations and warranties of Seller provided in Section 5 and in the Lease Agreements and (c) Seller's compliance with the covenants contained in Section 10, the Purchaser hereby acknowledges and agrees that, Seller makes no representations or warranties whatsoever, express or implied, regarding the Purchased Assets or in any other matter in any way related to the Purchased Assets (including income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any tangible Purchased Assets, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets or any portion thereof, the merchantability or fitness of the Equipment or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets or any portion thereof). Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the physical condition of all portions the Purchased Assets and all such other matters relating to or affecting or comprising the Purchased Assets or the Assumed Liabilities as Purchaser deemed necessary or appropriate. Accordingly, subject only to the provisions of this Section 7, the Purchased Assets will be conveyed to Purchaser, and Purchaser will accept the Purchased Assets, at Closing "AS IS," "WHERE IS," and "WITH ALL FAULTS."

## 10. Bankruptcy Court Approvals.

Seller filed with the Bankruptcy Court a motion to approve a sale of the Purchased Assets and the Lease Agreements (and assumption and assignment of designated contracts) to Purchaser ("**Sale Motion**") seeking an order substantially in the form attached hereto as Exhibit C (such Order the "**Sale Order**"). Any changes to the form of the Sale Order must be approved by Purchaser and Seller in their reasonable discretion. If requested by Seller or the Bankruptcy Court, Purchaser shall provide adequate assurance of future performance (satisfactory to the Bankruptcy Court) to the counterparties to the HydroFLOW Agreement. Following the filing of the Sale Motion, Seller shall use its commercially reasonable efforts to obtain the Sale Order.

The Sale Motion seeks approval of (a) the sale to Purchaser with no requirement that Seller 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) and 6006(d). The Sale Motion will specifically permit cash bids in excess of the Purchase Price for some or all of the Purchased Assets. Any such bids must include a cash purchase price that is at least \$100,000 greater than the Base Cash Purchase Price subject to the Breakup Fee and Expense Reimbursement set forth in Section 13.

Notwithstanding the foregoing, any resulting changes to this Agreement or any Lease Agreement or resulting changes to the Sale Order shall be subject to Purchaser's approval in its reasonable discretion. Seller shall consult with Purchaser and its representatives concerning the Sale Order, any other Order of the Bankruptcy Court relating to this Agreement or any Lease Agreement and the bankruptcy proceedings in connection therewith and provide Purchaser with copies of requested applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court so as to permit Purchaser sufficient time to review and comment on such applications, pleadings, notices, proposed Orders and other documents, and proposed Orders shall be in form and substance reasonably acceptable to Purchaser. Seller shall give Purchaser reasonable advance notice of any hearings regarding the motion required to obtain the issuance of the Sale Order and Purchaser shall have the right to attend and seek to be heard at any such hearings. Seller further covenants and agrees that, after the Closing, the terms of any Chapter 11 Plan it submits to the Bankruptcy Court or any other court for confirmation shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the Contemplated Transactions under the Sale Order.

#### 11. Commercially Reasonable Efforts.

Subject to the terms and conditions of this Agreement, during the period prior to Closing, Seller and Purchaser shall use their commercially reasonable efforts to cause the conditions in Section 64 to be satisfied, to deliver or cause to be delivered at the Closing the items to be delivered by Seller and Purchaser pursuant to Section 3.2 and Section 3.3, to comply with the covenants contained in Section 10 and to take all other actions to consummate the Contemplated Transactions, and not take any action that will have the effect of unreasonably delaying, impairing or impeding the receipt of any authorizations, Consents, or Orders to be sought pursuant to this Agreement.

#### 12. Conduct Pending Closing.

##### 12.1 Affirmative Covenants.

Except (a) with the prior written Consent of Purchaser or (b) as required by the Bankruptcy Code or any other applicable Legal Requirement, from the Execution Date until the Closing Date, Seller shall operate in the Ordinary Course of Business (taking into account Seller's status as a debtor-in-possession), comply with all Legal Requirements (including all Environmental Laws) applicable to the Seller's operations and maintain and preserve its present business organization and management intact. Subject to the foregoing exceptions, from the Execution Date until the Effective Time of Closing, Seller shall, with respect to the Purchased Assets:

(a) (i) maintain all of the Purchased Assets in the state of repair as of November 3, 2015, (ii) maintain the types and levels of insurance currently in effect in respect of the Purchased Assets, (iii) defend and protect the Purchased Assets from infringement or deterioration;

(b) allow Purchaser to lease certain of the Purchased Assets (e.g., pipe and pumps) for use by Purchaser after the Execution Date but prior to the Closing Date, at a lease price to be agreed upon.

#### 12.2 Negative Covenants.

Except (a) with the prior written Consent of Purchaser or (b) as required by the Bankruptcy Code or other applicable Legal Requirement, from the Execution Date until the Effective Time of Closing, Seller shall not with respect to the Purchased Assets:

(a) fail to immediately notify Purchaser of any notice of the commencement or threatened commencement of eminent domain or similar Legal Proceedings affecting any of the locations where any of the Purchased Assets are present;

(b) cancel, modify or waive any Claims held in respect of the Purchased Assets or waive any material rights with respect to such Purchased Assets, in each case to the extent an amount in excess of \$25,000, individually or in the aggregate, is involved;

(c) Other than through a court approved auction, enter into any agreement or contract for the direct or indirect sale transfer, financing, assignment, conveyance or other disposition of any Purchased Asset;

(d) take any action or omit to take any action, or permit any action or omission to occur that could cause a breach by Seller or such Debtor Affiliate of any of the ;

(e) other than in the Ordinary Course of Business assume, amend, modify or terminate the HydroFLOW Agreement or fail to exercise any renewal right with respect to the HydroFLOW Agreement that by its terms would otherwise expire;

(f) whether in writing or otherwise, do or authorize any of the foregoing set forth in Section 12.1 or Section 12.2 or any other action outside of the Ordinary Course of Business, or commit, offer or agree to do any of the foregoing set forth in Section 12.1 or Section 12.2 or any other action outside of the Ordinary Course of Business.

#### 12.3 Reporting Requirements.

(a) From time to time prior to the Effective Time of Closing, Seller shall promptly deliver written notice to Purchaser of (i) any event, change, effect, condition, state of facts, or occurrence that comes to the Knowledge of Seller that would reasonably be expected to (x) cause a breach of Seller's covenants under this Agreement, (y) cause any condition in Section 6.1 or Section 6.2 reasonably likely not to be satisfied, or (z) prevent, prohibit or delay the Closing, or (ii) any notice or other written communication from any Person alleging that the Consent of such Person is or may be required in connection with the consummation of the Contemplated Transactions; and (iii) the commencement of any Legal Proceedings relating to any of the Purchased Assets. The delivery of any notice pursuant to this Section 12.3(a) shall not have any effect on the satisfaction of the condition to closing set forth in Section 6.2(a) or Purchaser's right to terminate this Agreement pursuant to Section 15.4(c), and shall not be deemed to amend or supplement any Schedule to this Agreement, limit or otherwise affect any remedies available to Purchaser or prevent or cure any misrepresentations or breach of warranty.

(b) From time to time prior to the Effective Time of Closing, Purchaser shall promptly deliver written notice to the Committee, DIP Lenders and Seller of (i) any event, change, effect, condition, state of facts, or occurrence that comes to the Knowledge of Seller that would reasonably be expected to (x) cause a breach of Seller's covenants under this Agreement, (y) cause any condition in Section 6.1 or Section 6.2 reasonably likely not to be satisfied, or (z) prevent, prohibit or delay the Closing or (ii) any notice or other written communication from any Person alleging that the Consent of such Person is or may be required in connection with the consummation of the Contemplated Transactions; and (iii) the commencement of any Legal Proceedings relating to any of the Purchased Assets. The delivery of any notice pursuant to this Section 12.3(a) shall not have any effect on the satisfaction of the condition to closing set forth in Section 6.2(a) or any party's right to terminate this Agreement and shall not be deemed to amend or supplement any Schedule to this Agreement, limit or otherwise affect any remedies available to Seller or prevent or cure any misrepresentations or breach of warranty.

(c) From time to time prior to the Closing, Seller shall promptly give Purchaser notice of any matter hereafter arising which, if existing or occurring as of the Execution Date, would have been required to be set forth or described on a Schedule hereto.

(d) At least five (5) days prior to the Closing, Seller shall deliver to Purchaser a schedule setting forth the Cure Costs for assumption and assignment of the HydroFLOW Agreement.

#### 12.4 Pre-Closing Access.

From the Execution Date through the Effective Time of Closing, upon reasonable prior written notice to Seller and in the presence of a representative of Seller if required by Seller, Purchaser shall be authorized and entitled, through its financial advisors, legal counsel, accountants, consultants, financing sources and other representatives, (a) to make such investigation of the Purchased Assets as it reasonably requests (b) to contact and to enter into discussions and negotiate with Seller's lenders, bankers, , strategic business partners and other third parties, including Governmental Bodies, regarding the Contemplated Transactions and Purchaser's potential business relationships with such Persons following the Closing and (c) to be afforded reasonable access during ordinary business hours to Seller's employees, consultants and independent contractors. Seller shall furnish to Purchaser and its representatives, as promptly as practicable, all other information (other than any information covered by attorney-client or work product privilege not included within the Purchased Assets) as Purchaser or any of such persons may reasonably request in furtherance of the Contemplated Transactions. Seller shall provide contact information and other reasonable cooperation to Purchaser in connection with such activities and direct their officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and its representatives in connection with such activities. From the Execution Date through the Effective Time of Closing, Seller shall promptly deliver or make available to Purchaser and its representatives all material pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any Legal Proceeding related to the Business, the Purchased Assets and the Contemplated Transactions.

#### 12.5 HydroFLOW Agreement.

Purchaser and Seller shall use commercially reasonable efforts to obtain at the earliest practicable date all Necessary Transfer Consents for the HydroFLOW Agreement.



#### 12.6 Cooperation.

Subject to the other provisions of this Agreement, Purchaser and Seller shall use their commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the Contemplated Transactions, (b) provide the other Party with reasonable cooperation and take such actions as such other Party may reasonably request in connection with the consummation of the Contemplated Transactions, and (c) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the Contemplated Transactions. Without limiting the foregoing, until the occurrence of the Outside Date, each of Purchaser and Seller shall use its commercially reasonable efforts to defend any Legal Proceedings which would prevent any condition to Closing described in Sections 6.1(c) and 6.2(k) from being satisfied, including seeking to have any stay or temporary restraining Order entered by any court or other Governmental Body with respect thereto vacated or reversed, and shall cooperate with each other in connection with the foregoing.

#### 12.7 Insurance.

Seller shall maintain until JANUARY 7, 2016 all existing insurance policies relating to the Purchased Assets (the "***Seller Policies***"), at its sole cost and expense.

#### 13. Break-Up Fee and Expense Reimbursement.

Seller agrees and acknowledges that Purchaser's negotiation and execution of this Agreement has required a substantial investment of management time and a significant commitment of financial and other resources by Purchaser, and that the negotiation and execution of this Agreement have provided value to Seller. Therefore, on the terms and conditions of this Section 13, Seller shall pay or cause Purchaser to be paid cash in an amount equal to \$50,000 as a break-up fee (the "***Break-Up Fee***") and reimburse Purchaser for all Transaction Expenses of Purchaser and its Affiliates in an amount not to exceed an additional \$25,000 (the "***Expense Reimbursement***").

Purchaser acknowledges that Seller has entered into this Agreement in reliance on Purchaser's agreement that Seller may solicit overbids of the Purchase Price for cash in connection with the Sale Motion and on terms identical, or substantially similar, to this Agreement. Seller may solicit such overbids 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 additional expense reimbursement up to the amount of \$25,000 and 3) any such overbid consists of a bid for some or all of the Purchased Assets and the Lease Agreements.

Any overbids must be (a) in writing, (b) submitted no later than the conclusion of the Sale Hearing, (c) be accompanied by evidence of cash or the equivalent in the amount of \$150,000, (d) bid for some or all of the Purchased Assets and Lease Agreements, (e) contain no financing, appraisal or other contingencies not described in this Agreement and (f) be delivered to counsel for Seller and Purchaser at the Sale Hearing ("Qualified Overbid"). In the event Seller receives one or more Qualified Overbids Seller shall schedule an open outcry auction to occur no later than five days after the commencement of the Sale Hearing. Purchaser may bid at any auction or sales process involving any of the Purchased Assets and Lease Agreements. Purchaser may not credit bid.

Seller's payment obligation under this Section 13 with respect to the Break-Up Fee shall be subject to the occurrence of a Break-Up Fee Event. Seller's payment obligation under this Section 13 with respect to the Expense Reimbursement shall be subject to (a) the entry of the Sale Order and (b) (i) the occurrence of a Break-Up Fee Event. The Break-Up Fee shall be paid within seven (7) days after the

occurrence of the Break-Up Fee Event and the Expense Reimbursement shall be paid within three (3) days of receipt of summary documentation for Transaction Expenses in respect of which reimbursement is sought. The Break-Up Fee and the Expense Reimbursement shall be paid in immediately available cash funds and without need for further Order of the Bankruptcy Court.

Seller's obligation to pay the Break-Up Fee and Expense Reimbursement shall survive the termination of this Agreement. Such obligation of Seller shall be entitled to priority as an administrative claim in the Chapter 11 Case.

14. Employee Matters.

Effective upon the Closing Date, Purchaser or one of its Affiliates may make offers of employment, to some or all of Seller's employees and former employees except for Loretta Cross, the CRO (the "***Offered Employees***"). All Offered Employees who (a) accept the offer of employment from Purchaser or one of its Affiliates and (b) commence employment with Purchaser or one of its Affiliates following the Closing are hereby released prospectively from any non-compete, confidentiality or other similar agreements that any such person may have entered into with Seller and or any of Seller's affiliates, but the Seller preserves all (and does not release any) causes of action or claims against any persons for breaches of confidentiality, non-compete or similar agreements breached before the Closing Date.

Nothing in this Section 14, express or implied, shall confer upon any other Persons (including any current or former employee of Seller, Purchaser or any of their respective Affiliates) any rights or remedies hereunder, including any right to employment or continued employment for any specified period or continued participation in any Seller Benefit Plan or other benefit plan, of any nature or kind whatsoever under or by reason of this Agreement. Nothing herein restricts or precludes the right of Purchaser to terminate the employment of any Offered Employee. Purchaser and Seller agree that the provisions contained in this Section 14 are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former employee or service provider of Seller, and specifically not to release or limit claims by the Seller against Offered Employees or former employees, whether arising out of their actions relating to the Seller or otherwise.

Purchaser shall be responsible for all workers' compensation claims relating to any Transferred Employees if the incident or alleged incident giving rise to the claim occurred on or after the Closing Date. Seller shall be responsible for all workers' compensation claims relating to any Transferred Employees if the incident or alleged incident giving rise to the claim occurred prior to the Closing Date.

Seller shall be solely liable, and Purchaser shall have no liability, for any wages, remuneration, accrued but unused vacation or paid time off benefits and other obligations and Liabilities with respect to Seller's employees and former employees, whether actual or contingent, accruing through the Closing Date, including in connection with any actual, constructive or deemed termination of any employee or service provider of Seller on or prior to the Closing Date and all Liabilities that arise at any time with respect to any Seller Benefit Plan. Without limiting the generality of the foregoing, Purchaser shall not, at any time, have any Liability with regard to Seller's employees, including any Liability for any severance, retention, employment, change-of-control, pension, retirement, equity or other plan, program, policy or agreement of or with Seller unless such Liability is expressly included within the Assumed Liabilities.

15. Termination.

15.1 Termination by Mutual Consent.

This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of the Parties.

15.2 Termination by Either Purchaser or Seller.

This Agreement may be terminated at any time prior to the Closing Date by either Purchaser or Seller if any Governmental Body shall have issued an Order restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions and either thirty (30) days shall have elapsed from the issuance of such Order and such Order has not been removed or vacated, or such Order shall have become final and non-appealable.

15.3 Termination by Seller.

This Agreement may be terminated by Seller, at any time prior to the Closing Date, as follows:

(a) if there has been (i) any breach by Purchaser of a representation or warranty contained in this Agreement that is qualified as to materiality or a material breach of any representation or warranty that is not so qualified, which breach is not capable of being cured or, if capable of being cured, is not cured within five (5) days after written notice of such breach is given by Seller to Purchaser or (ii) any breach by Purchaser of a covenant or agreement set forth in this Agreement, which breach is not capable of being cured or, if capable of being cured, is not cured within three (3) days after written notice of such breach is given by Seller to Purchaser;

(b) if any condition precedent to Seller's obligations specified in Section 6.1 shall not have been: (i) satisfied or (ii) waived unless, with respect to clauses (i) or (ii) hereof, the failure of Purchaser to satisfy such condition precedent was caused primarily by a material breach by Seller under this Agreement; or

(c) if the Closing Date shall not have occurred on or before 5:00 p.m. Central time on the Outside Date, but only to the extent the Closing has not occurred as of the Outside Date for reasons other than Seller's failure to meet its obligations hereunder, including using all diligent and commercially reasonable efforts to obtain approval of the Sale Order by the dates set forth herein.

15.4 Termination by Purchaser.

This Agreement may be terminated by Purchaser, at any time prior to the Closing Date, as follows:

(a) if there has been (i) any breach by Seller of a representation or warranty contained in this Agreement that is qualified as to materiality or a material breach of any representation or warranty that is not so qualified, which breach is not capable of being cured or, if capable of being cured, is not cured within five (5) days after written notice of such breach is given by Purchaser to Seller or (ii) any breach by Seller of a covenant or agreement set forth in this Agreement, which breach is not capable of being cured or, if capable of being cured, is not cured within three (3) days after written notice of such breach is given by Purchaser to Seller;



(b) if any condition precedent to Purchaser's obligations specified in Section 4.2 shall not have been: (i) satisfied or (ii) waived unless, with respect to clauses (i) or (ii) hereof, the failure of Seller to satisfy such condition precedent was caused primarily by a material breach by Purchaser under this Agreement;

(c) if (i) the Sale Order shall not have been entered by 5:00 p.m. Central time on or before the thirty-first (31st) day after the date the Sale Motion is filed, (which deadline may be extended by mutual written agreement of Seller and Purchaser) or (ii) at Purchaser's option, if the Bankruptcy Court orders or allows an auction or further competitive bidding with regard to the Purchased Assets on terms other than those which are set forth herein; provided, however, in the case of clause (ii), that Purchaser notified Seller of its election to terminate within five (5) days of the Bankruptcy Court's Order;

(d) if the Bankruptcy Court enters any Order approving any Alternative Transaction or confirming any Chapter 11 Plan involving any Alternative Transaction, unless Purchaser is a Backup Bidder (within the meaning of the Procedures Order and the Bidding Procedures attached thereto), in which case this Agreement may not be terminated by reason of such Order having been entered until the earlier of (A) the closing of the Alternative Transaction or (B) the occurrence of the Outside Date at which time this Agreement shall automatically terminate;

(e) if the Closing Date shall not have occurred on or before 5:00 p.m. Central time on the Outside Date (which deadline may be extended by mutual written agreement of Seller and Purchaser); or

(f) if the Chapter 11 Case shall be dismissed or converted into a case under chapter 7 of the Bankruptcy Code, or if any trustee is appointed in the Chapter 11 Case.

(g) if the value of the Compromised Assets exceeds \$122,500.00.

#### 15.5 Effect of Termination.

In the event of termination by either Party of this Agreement pursuant to this Section 15, written notice thereof shall as promptly as practicable be given to the other Party and thereupon this Agreement shall terminate and the Contemplated Transactions shall be abandoned without further action by the Parties hereto. Upon termination pursuant to this Section 15, this Agreement shall cease to have any force or effect and the Parties shall cease to have any further Liabilities under this Agreement, except that the provisions of this Agreement and the Liabilities of the Parties set forth in Sections 2.2(a), 13, 15.5, 17.1, 17.2, 17.8, 17.4, 17.21 and 17.22 shall continue in full force and effect and notwithstanding any termination of this Agreement, the Parties shall remain liable for any material breach of this Agreement occurring prior to such termination to the extent provided herein and under applicable Legal Requirements. Upon termination of this Agreement, all filings, applications and other submissions made pursuant to the Contemplated Transactions shall, to the extent practicable, be withdrawn from the Government Body to which they were made.

#### 16. Post-Closing Matters.

##### 16.1 Use of Intellectual Property Assets.

(a) Following the Closing Date, Seller shall discontinue use of and, as applicable, remove from any asset or property of any such Person, any Intellectual Property

Assets included within the Purchased Assets, any variations thereof or any intellectual property that is confusingly similar thereto.

(b) Except as used in litigation, legal proceedings, or collections during a period of not longer than 24 months after the Closing Date, Seller shall not use any corporate name that includes any of the words "Hamilton", "Sage Power", "Apache Energy", "AES", "Water Solutions", "Aqua Handling", "AquaTex" "Water Transfer".

#### 16.2 Further Conveyances and Assumptions.

From time to time at or following the Closing (to the extent applicable), Seller and Purchaser shall execute, acknowledge and deliver all such further assignments, conveyances, notices, assumptions, releases and acquaintances and such other documents, instruments, agreements, Consents and assurances, and shall take such further actions, as may be reasonably necessary or appropriate to carry out the provisions hereof, give effect to the transactions contemplated by this Agreement and to assure fully to Purchaser and its respective successors, assigns and designees, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to Seller and its successors and assigns, the assumption of the Assumed Liabilities by Purchaser under this Agreement, and to otherwise make effective this Agreement including, as reasonably requested by Seller, any Consents by third parties to disclosure of materials arising out of, relating to, or reasonably necessary to enforce or enjoy the benefits of, for example, Purchased Assets or lease which contain information the disclosure or delivery of which by Seller to Purchaser would otherwise breach any contractual obligation of confidentiality; provided, however, that nothing contained in this Section 16.2 shall require Purchaser or Seller to incur any material cost, expense or liability.

#### 16.3 Reasonable Access to Records.

(a) Seller shall retain copies of all information provided to Purchaser.

(b) To the extent Seller has not retained copies of such information from and after the Closing Date, Purchaser shall provide Seller, its Debtor Affiliates and their representatives (including the Committee and any trustee or liquidating trustee appointed in the Chapter 11 Case) with full access, at reasonable times during normal business hours and in a manner so as not to unreasonably interfere with Purchaser's normal business, to the books and records, information, Transferred Employees and to books and records related to the period before the Closing Date that were acquired and retained by Purchaser pursuant to this Agreement so as to enable Seller and its Debtor Affiliates to:

- (i) act in the Chapter 11 Cases,
- (ii) file, object to or pursue a Chapter 11 Plan,
- (iii) exercise any right or benefit reasonably necessary to enjoy the benefits of, or to sell, transfer, or dispose of, any Excluded Asset,
- (iv) act in the ordinary course,
- (v) prepare Tax, financial or court filings or reports,
- (vi) respond to Orders, subpoenas or inquiries, investigations, audits or other Legal Proceedings of Governmental Bodies, and

(vii) prosecute and defend legal actions or for other like purposes, including claims, objections and resolutions; provided, that, with respect to clauses (iv) and (v) of this Section 16.3(a), Purchaser shall be under no contractual obligation to search for or produce any information except that it agrees to use commercially reasonable efforts to make information available to Seller. The obligations of Seller under this Section 16.3 shall terminate upon the closing of the Chapter 11 Case, or as ordered by the Bankruptcy Court. The obligations of Purchaser under this section 16.3 shall terminate 24 months after the Closing Date.

(c) From and after the Closing Date, Seller (including but not limited to any bankruptcy trustee or Plan Trustee appointed in a Chapter 11 Plan) shall provide Purchaser (at Purchaser's expense) and their representatives with access, at reasonable times during normal business hours, to personnel and employees of Seller, to Seller's and its Debtor Affiliates' computer service and other equipment, and to books and records related Purchased Assets before the Closing Date so as to enable Purchaser and its Affiliates to (i) exercise any right or benefit reasonably necessary to enjoy the benefits of the Purchased Assets, (iii) prepare Tax, financial or court filings or reports, (iv) respond to Orders, subpoenas or inquiries, investigations, audits or other Legal Proceedings of Governmental Bodies, and (v) prosecute and defend legal actions or for other like purposes, including claims, objections and resolutions.

(d) If either Purchaser or Seller desires to dispose of any such Books or Records, the disposing Party shall, sixty (60) days prior to such disposal, provide the other Party with a reasonable opportunity to remove such records to be disposed of at the non-disposing Party's expense. Notwithstanding any provision of this Section 16.3 to the contrary, neither Party shall be under any obligation to provide access to or deliver information or to cause others to provide access to or deliver information that is covered by any attorney-client privilege or attorney work product protection held by such Party or its Affiliates.

#### 16.4 Cooperation.

(a) If after the Closing, (i) Purchaser holds any Excluded Assets or Excluded Liabilities or (ii) Seller holds any Purchased Assets (including any proceeds, Receivables, notes receivable, income, checks, instruments, revenues, monies and other items attributable to the Purchased Assets or Additional Assets sold under the ROFR), Purchaser or Seller shall promptly transfer (or cause to be transferred) such assets to the other Party.

(b) The Parties shall cooperate with each other to cause the Purchased Assets to be orderly transitioned from Seller to Purchaser and to minimize the disruption to the businesses of Seller and Purchaser resulting from the transactions contemplated hereby as reasonably requested by any Party.

#### 17. Miscellaneous.

##### 17.1 Attorneys' Fees.

In the event that either Party hereto brings an action or other Legal Proceeding to enforce or interpret the terms and provisions of this Agreement or any Lease Agreement, each Party in that action or Legal Proceeding shall bear its own attorneys' fees, costs and expenses (including all court costs and reasonable attorneys' fees).

17.2 Notices.

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other shall be deemed effected upon personal delivery in writing, one Business Day after being dispatched by reputable overnight courier (e.g., FedEx), postage prepaid, or in the case of delivery by email, as of the date of email transmission sent during recipient's normal business hours. Notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this Section 17.2.

To Seller:

Stout Risius Ross, Inc.  
815 Walker, Suite 1140  
Houston, TX 77002  
Attn: Loretta Rose Cross, Managing Director, Dispute Advisory & Forensic Services  
Tel: (D) (713) 221-5141, (M) (713) 302-5681  
Email: lcross@srr.com

With a copy to (which shall not constitute notice):

McKool Smith, P.C.  
Hugh M. Ray, III  
600 Travis, Suite 7000  
Houston, Texas 77002  
Tel: (713) 485-7300  
Fax: (713) 485-7344  
Email: hmrays@mckoolsmith.com

To Purchaser:

Rick Kasch, President & CEO  
Heat Waves Water Management, LLC  
c/o ENSERVCO CORPORATION  
501 S Cherry, Suite 320, Denver, CO 80246  
Tel: (303) 333-3678  
Toll Free: (866) 998-8731  
Fax: (720) 974-3417  
rkasch@enservco.com

With a copy to (which shall not constitute notice):

Markus Williams Young & Zimmerman LLC  
1700 Lincoln Street, Suite 4550  
Denver, Colorado 80203  
Attn: Donald D. Allen, Esq.  
Tel: (303) 830-0800  
Fax: (303) 8300809  
Email: [dallen@markuswilliams.com](mailto:dallen@markuswilliams.com)

And to:

Burns, Figa & Will, P.C.  
6400 S. Fiddler's Green Circle, Suite 1000  
Greenwood Village, CO 80111  
Attn: Herrick K. Lidstone Jr.  
Tel: (303) 796-2626

Fax: (303) 796-2777  
Email: hklidstone@bfwlaw.com

17.3 Entire Agreement

This Agreement and the Lease Agreements contain the entire agreement between the Parties relating to the Contemplated Transactions and supersede all other rights and obligations to the extent such rights and obligations are between the Parties. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect unless memorialized in a subsequent modification in writing, signed by the Party to be charged.

17.4 Modification

This Agreement and any Lease Agreements may be modified, amended or supplemented only by a written instrument duly executed by both Parties hereto which expressly indicates the intention to modify, amend or supplement this Agreement or such Lease Agreement, or by order of the Bankruptcy Court.

17.5 Severability.

If any term or provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible."

17.6 Captions.

All captions, Section titles and headings contained in this Agreement or any Lease Agreement are for convenience of reference only and shall be without substantive meaning or context of any kind whatsoever and shall not be construed to limit or extend the terms or conditions of this Agreement or such Lease Agreement.

17.7 Waiver.

No waiver of any of the provisions of this Agreement or any Lease Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver; provided, however, that the Consent of a Party to the Closing shall constitute a waiver by such Party of any condition precedent to Closing not satisfied as of the Closing Date as a condition precedent, but not with respect to continued performance of the covenants contained in Section 16.

17.8 Payment of Fees and Expenses.

Except as provided in Section 13 above, each Party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the Contemplated Transactions.

17.9 Survival.

The respective representations and warranties of Purchaser and Seller under this Agreement, or in any certificates or other documents delivered prior to or at the Closing, shall lapse and cease to be of any further force or effect effective upon the Effective Time of Closing. Upon the Effective Time of Closing, the respective covenants and agreements of Purchaser and Seller under this Agreement shall lapse and cease to be of any further force or effect except and to the extent that the post-Closing performance of such covenant or agreement is expressly required under this Agreement or such provision expressly survives this Agreement. No post-Closing performance of any such covenant or agreement of Purchaser or Seller shall be deemed waived or otherwise affected by the Closing.

17.10 Assignments.

This Agreement shall not be assigned by Seller without the prior written Consent of Purchaser. The Purchaser's right to purchase the Purchased Assets shall be assignable and/or subject to participation, in the sole discretion of Purchaser.

17.11 Binding Effect.

This Agreement and the Lease Agreements shall bind and inure to the benefit of the respective successors, and assigns of the Parties hereto. Without limiting the generality of the foregoing, the terms of this Agreement and benefits conferred by it and any Lease Agreements shall bind and inure to a subsequent Plan Trustee, Bankruptcy Trustee, Reorganized Debtor or Debtor in Possession, unless otherwise modified by Bankruptcy Court order.

17.12 Applicable Law.

This Agreement and the Lease Agreements shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Texas applicable to contracts made and performed in such state without regard to Texas's principles of conflicts of laws.

17.13 Construction.

In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

17.14 CONSENT TO JURISDICTION.

THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL BE THE EXCLUSIVE FORUM FOR ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS AND (ONLY FOR THE LIMITED PURPOSE OF SUCH ENFORCEMENT) SUBMIT TO THE JURISDICTION THEREOF; PROVIDED THAT IF THE BANKRUPTCY COURT DETERMINES THAT IT DOES NOT HAVE SUBJECT MATTER JURISDICTION OVER ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, THEN EACH PARTY (A) AGREES THAT ALL SUCH ACTIONS OR LEGAL PROCEEDINGS SHALL BE HEARD AND DETERMINED IN A FEDERAL COURT OF THE UNITED STATES SITTING IN THE CITY OF HOUSTON, TEXAS, (B) IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING, (C) CONSENTS THAT ANY SUCH ACTION OR LEGAL



PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OR THAT SUCH ACTION OR LEGAL PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT, AND (D) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR LEGAL PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 15.2 (PROVIDED THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY DELAWARE LAW).

17.15 Counterparts.

This Agreement and any Lease Agreement may be signed in counterparts. The Parties further agree that this Agreement and any Lease Agreement may be executed by the exchange of facsimile or electronic pdf signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances and any Party's failure to provide an original signature shall not affect the validity, enforceability, and binding effect of this Agreement or any Lease Agreement.

17.16 Non-Recourse.

No past, present or future stockholder, director, officer, employee, or incorporator of Seller or Purchaser shall have any liability for any obligation or liability of Seller or Purchaser, as the case may be, under this Agreement or any Lease Agreement or for any claim, counter-claim, cause of action or demand based on, in respect of, or by reason of, the Contemplated Transactions.

17.17 Time is of the Essence.

Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

17.18 Interpretation and Rules of Construction.

In this Agreement, except to the extent that the context otherwise requires:

- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated;
- (b) the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";
- (d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any Lease Agreement, certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;

(h) references to a Person are also to its permitted successors and assigns; and

(i) the use of "or" is not intended to be exclusive unless expressly indicated otherwise.

17.19 Third Party Beneficiaries.

This Agreement and the Lease Agreements are intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any Person other than the Parties hereto, and their respective successors and permitted assigns.

17.20 Advice of Counsel.

Each of Seller and Purchaser acknowledges that it has discussed with its counsel, and has obtained adequate information concerning the relevant implications, advantages, and risks of, and reasonably alternatives to, the waivers, permissions and other provisions of this Agreement.

17.21 Public Announcements; Press Releases.

Each Party agrees that it will not issue any press release or respond to any press inquiry with respect to this Agreement or the Contemplated Transactions without the prior approval of the other Party (which approval will not be unreasonably withheld, denied, conditioned or delayed), except as may be required (a) by any applicable Legal Requirement, or (b) to administer the Chapter 11 Case; provided, however, that the Party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Legal Requirement or the Chapter 11 Case to consult with the other Party with respect to the text thereof to the extent practicable.

17.22 Confidentiality.

(a) Purchaser acknowledges and understands that this Agreement may be publicly filed in the Bankruptcy Court and disclosed in public securities documents and that this Agreement, together with all other information and documents relating to the Purchased Assets, or Seller may be further made available by Seller and its representatives to prospective cash bidders and that, except as prohibited herein, such disclosure shall not be deemed to violate any confidentiality obligations owing to Purchaser, pursuant to this Agreement. Seller acknowledges and agrees that, from and after the Effective Time of Closing, all non-public information relating to Purchaser, its Affiliates and designees, the Purchased Assets, and the Assumed Liabilities shall be valuable and proprietary to Purchaser and its Affiliates and designees. Except (x) as permitted



by any Legal Requirement, securities filings, Audit or similar function (including by provision of this Agreement other than this Section 17.22), or (y) as has been used in the Bankruptcy Court in a Plan, Motion, Pleading, Exhibit, testimony or otherwise, or (z) as otherwise becomes available in the public domain other than through any action by Seller in violation of its obligations under this Section 17.22, from and after the Effective Time of Closing, Seller shall not disclose to any Person any non-public valuable information relating to Purchaser, its Affiliates and its designees or the Purchased Assets; provided, however, Seller shall use its commercially reasonable efforts to, and shall cause its Debtor Affiliates to, consistent with applicable Legal Requirements, consult with Purchaser with respect to the text thereof to the extent practicable. Notwithstanding the foregoing, nothing contained in this Section 17.22 shall prohibit or restrict any communications or other provision of information reasonably necessary to enable Seller to (i) exercise any right reasonably necessary to enjoy the benefits of, or to sell, transfer or dispose of, any Excluded Asset act in the Chapter 11 Case, (ii) prepare Tax, financial or court filings or reports, (iii) respond to Orders, subpoenas or inquiries, investigations, audits or other Legal Proceedings of Governmental Bodies, and (iv) prosecute and defend Chapter 11 Plans, motions, pleadings, legal actions or for other like purposes, including claims objections and resolutions.

(b) Purchaser acknowledges and agrees that, from and after the Closing, all non-public information relating to Seller, the Excluded Assets, shall be valuable and proprietary to Seller and its Debtor Affiliates and designees. Except (x) as required by any Legal Requirement (including by provision of this Agreement other than this Section 17.22), or (y) as has been filed with the Bankruptcy Court by either Purchaser or Seller in accordance with, and not in violation of, provisions of this Agreement other than this Section 17.22, or (z) as otherwise becomes available in the public domain other than through any action by Purchaser or any of its Affiliates in violation of its obligations under this Section 17.22, from and after the Effective Time of Closing, Purchaser shall not, and shall cause its Affiliates not to, disclose to any Person any information relating to Seller, its Affiliates and its designees, the Excluded Assets or the Excluded Liabilities; provided, however, Purchaser shall use its commercially reasonable efforts to, and shall cause its Affiliates to, consistent with applicable Legal Requirements, consult with Seller with respect to the text thereof to the extent practicable.

(c) Each of the Parties acknowledges and agrees that the remedies at law for any breach or threatened breach of this Section 17.22 by the other Party are inadequate to protect such Party and its Affiliates and designees and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, without prejudice to any other rights or remedies otherwise available to either Party or its Affiliates and designees, each Party acknowledges and agrees that upon any breach or threatened breach by the other Party of the terms and conditions of this Section 17.22 such Party and its Affiliates and designees, as applicable, shall be entitled to immediate injunctive relief and to an Order restraining any threatened or future breach from any court of competent jurisdiction without proof of actual damages or posting of any bond in connection with any such remedy. The provisions of this Section 17.22 shall survive the Closing.

#### 18. Definitions.

In addition to the other terms defined elsewhere in this Agreement, for the purposes of same, the following words and terms shall have the meaning set forth below (such meanings being equally applicable to both the singular and plural form of the terms defined). The exhibits and schedules referenced in this Section 18 and throughout the Agreement are deemed to be part of the Agreement and are incorporated herein by reference.

***“Additional Assets”*** shall have the meaning provided for under Section 1.1(l).

***“Affiliate”*** of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled by” have meanings correlative to the foregoing.

***“Agreement”*** shall have the meaning provided for in the Preamble.

***“Allocation Schedule”*** shall have the meaning provided for under Section 2.5.

***“Alternative Transaction”*** means Debtor’s acceptance of a bid that is higher and better than the Purchase Price, as such Purchase Price may be amended at any auction.

***“Asset Discovery Notice”*** shall have the meaning provided for under Section 1.2.

***“Asset Yards”*** shall have the meaning provided for under Section 3.1.

***“Assignment of Contract”*** shall have the meaning provided for under Section 3.2(b).

***“Assumed Liabilities”*** shall have the meaning provided for under Section 2.3.

***“Avoidance Action”*** means all preference or avoidance claims and actions of Seller, including any such claims and actions arising under Sections 544, 547, 548, 549, and 550 of the Bankruptcy Code and any similar or corresponding claims or actions arising under other law, and further involves claims intertwined or related to avoidance actions, such as actions for breach of duty, recharacterization, subordination, disallowance of claims, derivative or alter-ego claims, and designation of votes.

***“Bankruptcy Code”*** shall have the meaning provided for under Recital B and includes Title XI of the United States Code.

***“Bankruptcy Court”*** shall have the meaning provided for under Recital B.

***“Base Cash Purchase Price”*** shall have the meaning provided for under Section 2.1(a).

***“Bill of Sale”*** shall have the meaning provided for under Section 3.2(d).

***“Books and Records”*** means that financial, accounting, Tax and other books and records of Seller, whether written, on disk, film, tape or other media, and including all computerized data, electronic media, mail and e-mail in each case that relates to the Purchased Assets, the Assumed Liabilities, including all such items relating to the Offered Employees or Transferred Employees.

***“Break-Up Fee”*** shall have the meaning provided for under Section 13.

***“Break-Up Fee Event”*** means the termination of this Agreement without a Closing by reason of a higher and better Purchase Price than any Purchase Price submitted by Purchaser and Seller’s acceptance of such higher and better bid.

**"Business Permit"** means any business permit, license, certificate of occupancy, registration, certificate of public convenience and necessity, approval, easement, authorization or operating right issued or granted by any Governmental Body having jurisdiction over the Business.

**"Chapter 11 Case"** shall have the meaning provided for under Recital B and also includes each and every Chapter 11 case of a Debtor Affiliate 15-60069, 15-60071, 15-60072, 15-60073, and 15-60070 pending in the United States Bankruptcy Court for the Southern District of Texas, or to whatever venue any of them may be transferred.

**"Chapter 11 Plan"** means any contemplated, proposed, or confirmed Chapter 11 plan in the Chapter 11 Case.

**"Claim"** has the meaning defined by the Bankruptcy Code 11 U.S.C. §101.

**"Closing"** shall have the meaning provided for under Section 3.1.

**"Closing Date"** shall have the meaning provided for under Section 3.1.

**"Compromised Assets"** shall have the meaning provide for in Section 2.1(b)(i).

**"Compromised Asset Notice"** shall have the meaning provided for under Section 2.1(b)(i).

**"Committee"** means any Official Committee of Unsecured Creditors appointed in the Chapter 11 Case.

**"Consent"** means any consent, approval, authorization, affirmative vote, waiver, agreement or license by, or report or notice to, any Person.

**"Contemplated Transactions"** shall have the meaning provided for under Recital C.

**"Contract"** means collectively, (a) any executory contract within the meaning of the Bankruptcy Code or the Lease Agreements and (b) any other contract rights used in connection with the Business.

**"Core Assets"** means Core Asset Group One and Core Asset Group Two.

**"Core Asset Group One"** means the two HydroFLOW units currently owned by Seller, as more particularly described in Section 3.2(h).

**"Core Asset Group Two"** means up to three (3) 12 inch and four (4) 14 inch HydroFLOW Units (each with a surge protector) to be purchased by Seller after entry of the Sale Order, as more particularly described in Section 3.2(i).

**"Cure Costs"** means the amount required to be paid as a cure amount under Section 365 of the Bankruptcy Code so that Seller may sell, assume and assign the HydroFLOW Agreement to Purchaser.

**"Debtor Affiliates"** means the Seller, specifically HIIT, Apache Energy Services, LLC d/b/a AES Water Solutions, Aqua Handling of Texas, LLC d/b/a AquaTex, Sage Power Solutions, Inc. d/b/a Sage and Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer.

**"Deposit Earnest Money Escrow Agreement"** means an escrow agreement between Escrow Holder, Purchaser and Seller consistent with the terms of this Agreement, in form reasonably satisfactory to such parties, regarding the Escrow Earnest Money Deposit.

**"DIP Lenders"** means the entities defined as DIP Lenders in Docket #149 of the Bankruptcy Case – the Final DIP Order.

**"Domain Name"** means the internet domain names owned or licensed by Seller, and all registrations, applications and renewals related to the foregoing.

**"Effective Time of Closing"** shall have the meaning provided for under Section 5.2.

**"Encumbrance"** means any claim, lien (statutory or other) or preference, priority, pledge, hypothecation, assignment, deposit arrangement, option, charge, easement, Tax assessment, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, encumbrance, preferential arrangement or other right of third parties of any sort whatsoever, whether voluntarily incurred or arising by operation of law, and includes any contingent or other agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

**"Entity"** has the meaning defined in 11 U.S.C. §101.

**"Environmental Laws"** means all federal, state and local Legal Requirements governing health and safety, pollution or the protection of the environment.

**"Equipment"** shall have the meaning provided for under Section 1.1(a).

**"ERISA"** means the Employee Retirement Income Security Act of 1974.

**"Escrow Earnest Money Deposit"** shall have the meaning provided for under Section 2.2(a).

~~**"Escrow Holdback"** shall have the meaning provided for under Section 2.2(b).~~

**"Escrow Holder"** means Bankers Escrow Corporation.

**"Excluded Asset(s)"** shall have the meaning provided for under Section 1.4 .

**"Excluded Liabilities"** shall have the meaning provided for under Section 2.4.

**"Execution Date"** shall have the meaning provided for in the Preamble.

**"Expense Reimbursement"** shall have the meaning provided for under Section 13.

**"First Lease Agreement"** means the lease agreement between Seller and Purchaser regarding two HydroFLOW Units currently owned by Seller, a form of which is attached hereto as Exhibit D.

**"Final DIP Order"** means Docket #149 in the Bankruptcy Case.

**"Governmental Body"** means any governmental entity as defined in 11 U.S.C. §101, and also includes Indian tribes.

**"Hazardous Substance"** means pollutants, contaminants, hazardous substances, hazardous wastes, or petroleum, and all other chemicals, wastes, substances and materials listed in, regulated by, subject to, or deemed hazardous or toxic under any Environmental Laws.

**"Hilco Valuation"** shall have the meaning provided for in Section 2.1(b)(i).

**“HydroFLOW Agreement”** means that Sales Agreement dated June 16, 2014 by and between HydroFLOW Holdings U.S.A., LLC and Apache Energy Services LLC, as amended, modified or supplemented from time to time.

**“Indebtedness”** means debt, as debt is defined by 11 U.S.C. §101.

**“Intellectual Property Assets”** means intellectual property or other proprietary rights owned or licensed by Seller of every kind throughout the world, both domestic and foreign, including all inventions and improvements thereon, Patents, Trademarks, Trademark Rights, Copyrights, Domain Names, Technology, Trade Secrets, Intellectual Property Licenses, historic catalogs, artwork, document and data files, images, pictures, photos, creative copy and drafts, brochures, catalogs, brand and other logos, corporate photographs, websites, any toll-free phone numbers used in or related to the Business and any office supplies incorporating any Intellectual Property Assets.

**“Intellectual Property License”** means (a) any Contract that contains any grant by Seller to any third Person of any right to use, publish, perform or exploit any of the Intellectual Property Assets owned by Seller and (b) any Contract (other than a Contract concerning the licensing of shrinkwrap software) that contains any grant by any third Person to Seller of any right to use, modify, copy, publish, perform or exploit any Intellectual Property Assets of such third Person (collectively, the **“Intellectual Property Licenses”**).

**“Knowledge”** means, with respect to Seller, the actual knowledge, without inquiry, of Loretta Cross and, with respect to Purchaser, the actual knowledge, without inquiry, of Rick Kasch.

**“Lease Agreements”** means the First Lease Agreement and the Second Lease Agreement.

**“Legal Proceeding”** means any claim, demand, litigation, action, cause of action, suit, audit, dispute, review, hearing, charge, indictment, complaint or other judicial or administrative proceeding, at law or in equity, before or by any Governmental Body or arbitration or other similar dispute resolution proceeding.

**“Legal Requirement”** means any applicable federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, notice requirement, guideline, Order, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**“Liability”** means any direct or indirect liability, Indebtedness, obligation, commitment, cost, expense, claim, deficiency, guaranty or endorsement of any type whatsoever, whether accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, asserted or unasserted, due or to become due.

**“Necessary Transfer Consent”** means any Consent by any third party, including any Governmental Body, required by contract or otherwise under applicable Legal Requirement in connection with the transfer or assignment of the HydroFLOW Agreement.

**“Offered Employees”** shall have the meaning provided for under Section 14.

**“Order”** means any judgment, decision, consent decree, injunction, ruling or order of any Governmental Body that is binding on any Person or its property under applicable Legal Requirements.

**“Ordinary Course of Business”** means the conduct by Seller of Frac Water Management consistent with past practices and in substantially the same manner as such Business generally has been conducted by Seller since January 1, 2015.

**“Outside Date”** means January 4, 2016.

**“Parties”** or **“Party”** shall have the meaning provided for in the Preamble.

**“Person”** has the meaning given by 11 U.S.C. §101.

**“Petition”** shall have the meaning provided for under Recital B hereof.

**“Petition Date”** means the date of the filing of the Petition with the Bankruptcy Court.

**“Preferential Leasing Rights Assignment”** means the agreement between Seller and Purchaser, a form of which is attached hereto as Exhibit F, regarding, *inter alia*, the preferential right of Seller to act as lessor to Purchaser with respect to new Hydroflow Units to be leased by Purchaser.

**“Purchase Price”** shall have the meaning provided for under Section 2.1(a).

**“Purchased Asset(s)”** shall have the meaning provided for under Section 1.1.

**“Purchaser”** shall have the meaning provided for in the Preamble.

**“Qualified Overbid”** shall have the meaning provided for under Section 13.

**“Sale Hearing”** means the hearing conducted by the Bankruptcy Court to approve the Contemplated Transactions.

**“Sale Motion”** shall have the meaning provided for under Section 10.

**“Sale Order”** shall have the meaning provided for under Section 10.8.1.

**“Second Lease Agreement”** means the lease agreement between Seller and Purchaser regarding HydroFLOW Units to be purchased by Seller after entry of the Sale Order, a form of which is attached hereto as Exhibit E.

**“Seller”** shall have the meaning provided for in the Preamble.

**“Seller Benefit Plan”** means each “employee benefit plan” as defined in Section 3(3) of ERISA and each other plan, policy, program, agreement, understanding and arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of Seller which is now or has been maintained, sponsored or contributed to by Seller or under the terms of which Seller has or is reasonably likely to have any obligation or liability, whether actual or contingent, including all employment, consulting, severance, termination, incentive, bonus, deferred compensation, retirement, pension, savings, profit sharing, retention, change in control, vacation, holiday, cafeteria, medical, disability, life, accident, fringe benefit, welfare and stock-based compensation plans, policies, programs, agreements, understandings or arrangements.

**“Seller Policies”** shall have the meaning provided for under Section 12.7.



**"Seller's Contract"** means any Contract to which Seller is a party or by which Seller is bound and that is related to the Purchased Assets, including any Intellectual Property License.

**"Standard Exceptions to Enforceability"** means any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or any limitations of equitable principles relating to enforceability (regardless of whether considered in a Legal Proceeding at law or in equity).

**"Subsidiary"** means, with respect to any Person, any corporation of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation, is held, directly or indirectly by such Person and any partnership or limited liability company of which such Person is a general partner or managing member or such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership or limited liability company.

**"Tax"** means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

**"Tax Return"** means any return, declaration, report, claim for refund, transfer pricing report or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Technology"** means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, know how, research and development, technical data, programs (including the Proprietary System), subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all other related technology.

**"Trademark Rights"** means all rights, whether arising by common law or any other applicable Legal Requirements, in or related to any Trademarks owned or licensed by Seller, together with all translations, adaptations, derivations and combinations thereof, together with the goodwill associated with and symbolized by any of the foregoing and together with any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

**"Trademarks"** means all trademarks, certification marks, collective marks, trade names, business names, slogans, common law trademarks and service marks, acronyms, forms of advertisement, assumed names, d/b/a's, fictitious names, corporate names (including all brand names, trade style and similar designations of source or origin), trade dress, logos, designs, devices, signs, symbols, design rights including product design, configuration and packaging rights, internet domain names, icons, symbols or designations, corporate names, and general intangibles of a like nature and other indicia of identity, origin or quality owned or licensed by Seller, whether registered, unregistered or arising by law, and all applications, registrations and renewals of any of the foregoing, together with the goodwill associated with and symbolized by any of the foregoing and together with any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.



***“Trade Secrets”*** means, collectively, all confidential or proprietary information, inventions and invention disclosures (whether patentable or not and whether or not reduced to practice), improvements, unregistered designs, trade secrets, ideas and know-how, including methods, processes, procedures, business and marketing plans, strategy, marketing data, marketing studies, advertisements, schematics, concepts, computer programs, software, data (including financial, marketing and business data) and databases (including source code, object code and algorithms), formulae, compositions, proprietary processes, copyrightable works, drawings, prototypes, models, discoveries, technology, pricing and cost information, research and development and customer and supplier information and lists owned or licensed by Seller.

***“Transaction Expenses”*** means all reasonable fees, costs, charges, disbursements and expenses, paid out-of-pocket to third parties, and whether incurred before or after the Execution Date, including fees, expenses and costs of legal counsel, accountants, financial advisors, consultants, agents and other representatives and travel expenses and costs (including lodging and meals and other costs and expenses), incurred in connection with this Agreement or with the Contemplated Transactions, including: (a) conducting the business, financial and legal due diligence investigation of Seller, its assets and Liabilities, (b) negotiating the terms of the Contemplated Transaction, including this Agreement and related financial documentation, and the negotiation, execution and delivery of any documentation and any amendments thereto related to the possible Contemplated Transactions and the financing of the Contemplated Transactions, and (d) the consummation of the Contemplated Transactions.

***“Transfer Tax Holdback”*** shall have the meaning provided for under Section 5.

***“Transfer Taxes”*** shall have the meaning provided for under Section 5.

***[SIGNATURE PAGES FOLLOW; REMAINDER OF PAGE INTENTIONALLY  
LEFT BLANK]***

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the day and year first above written.

**PURCHASER:**

**Heat Waves Water Management, LLC**, a Colorado limited liability company

By: Rick D. Kasch  
Name: Rick D. Kasch  
Its: Authorized Signatory

**SELLER:**

**HII Technologies, Inc.**, a Delaware corporation

By: Loretta Cross  
Name: Loretta Cross  
Its: Chief Restructuring Officer

**Apache Energy Services LLC**, a Texas limited liability company dba AES Water Solutions

By: Loretta Cross  
Name: Loretta Cross  
Its: Chief Restructuring Officer

**Aqua Handling of Texas LLC**, a Texas limited liability company dba AquaTex

By: Loretta Cross  
Name: Loretta Cross  
Its: Chief Restructuring Officer

**Sage Power Solutions, Inc.**, a [ ] corporation

By: Loretta Cross  
Name: Loretta Cross  
Its: Chief Restructuring Officer

**Hamilton Investment Group, Inc. d.b.a. Hamilton Water Transfer**, an Oklahoma corporation

By: Loretta Cross  
Name: Loretta Cross  
Its: Chief Restructuring Office

Hill Technologies Proposed Sale to Enservco  
Asset List

Schedule 1 Revised: 12/9/2015

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Lot	Description
1	1	-	-	Kerosene Forced Air Space Heater	Heater	-	-	OKC	-
2	2	-	-	Lot Including Wacker PG2 2" Pump & Honda Gas Engine	-	-	-	OKC	-
3	3	Wacker	P73	3" Gas Powered	-	20089928	-	OKC	Honda GX240 Engine;
4	4	Wacker	P73	3" Gas Powered	-	20089930	-	OKC	Honda GX240 Engine;
5	5	Multiquip	OP2TH	2" Gas Powered Pump	-	2TH-16180	-	OKC	-
6	6	-	-	Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
7	7	-	-	Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
8	8	-	-	Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
9	9	-	-	Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
10	10	-	-	Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
11	11	-	-	Lot of Pipe Fusion Welding Equipment	-	-	-	OKC	Including Clamping Fixture, Hot Iron, & Surfact;
12	12	McElroy	Pit Bull 28	Fusion Pipe	Welder	-	-	OKC	w/ Model DynaMac EP Type 127201 Hydraulic Power Unit S/N C41544, Model DynaMac 28HP E/M Pkg Type A88140 Welding Frame S/N C32848, Heating Iron, Surfact;
13	13	McElroy	Pit Bull 28	Fusion Pipe	Welder	C35320	-	OKC	Mounted On Trac Star 250 Track Mounted Vehicle, S/N C34628, Model Type AT800801, Honda Gas Engine, Model AT805505 Clamping Fixture;
14	14	Suzuki	King Quad 500 AXI	4x4	ATV	-	-	OKC	4" Dump Box;
15	15	John Deere	Gator	Side-by-Side 4x4	ATV	MOHX0PA099933	-	OKC	-
16	16	Polaris	Ranger 6x6	-	ATV	4XAHR76A734715735	-	OKC	-
17	17	-	-	Lot Of ATV Parts	-	-	-	OKC	Including 2) Suzuki King Quad 750's (Parts Only), Misc. Frame & Engine Parts;
18	18	Case	TV380	-	Compact Track Loader	JAFV380CBM441072	2011	OKC	17-1/2" Rubber Tracks, Auxiliary Hydraulics, w/ 76" Bucket & Bradco Equipment QCT
19	19	Case	440	-	Skid Steer Loader	N8M483168	-	OKC	Pallet Fork Attachment w/ 48" Forks; 1397 Hours Indicated; #086;
20	20	Bradco	625 / 89220	Skid Steer Trencher	Attachment	229209	-	OKC	12-16.5 Pneumatic Tires, Auxiliary Hydraulics, w/ 72" Bucket & Bradco Pallet Fork
21	21	Bradco	625 / 89220	Skid Steer Trencher	Attachment	229210	-	OKC	Attachment w/ 48" Forks; 1547 Hours Indicated; #023;
22	22	Skytrak	8042	Telescopic Boom Rough Terrain	Forklift Truck	160028712	-	OKC	-
23	23	Skytrak	6036	Telescopic Boom Rough Terrain	Forklift Truck	144688	1999	OKC	8,000 Lb. Capacity, 42" Maximum Lift Height, 4WD, 4WS, Cummins QSB4.5 Diesel, Open ROPS Canopy, 13 00-24 Pneumatic Tires, 72" Wide Carriage w/ 48" Forks; 2,139 Hours Indicated; #047;
24	24	Komatsu	PC220LC-6	2.2m Hydraulic Excavator-Digging	Bucket	94H304066	-	OKC	6,000 Lb. Capacity, 36" Maximum Lift Height, 4WD, 4WS, Cummins B3.9C 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);
25	25	Komatsu	PC 78MR-6	-	Mini Hydraulic Excavator	KMTPC029K01003233	2007	OKC	18" Rubber Tracks, Leveling Blade, EROPS w/ AC, Romco 23" Digging Bucket w/ Teeth, Mechanical Thumb; 1637 Hours Indicated; #025;
26	26	John Deere	670B	-	Motor Grader	DW670BX555011	-	OKC	14" Moldboard w/ Side Shift, Front Scarifier, EROPS, 14.00R24 Pneumatic Tires; 11,392 Hours Indicated; #100;
27	27	Peterbilt	388	Tri-Axle Day Cab	Semi Tractor	1XPWD4EXX8D762914	2008	OKC	Cummins ISX 485-Hp, Eaton Fuller RTLO-18918A-A93 Auto Shift, 80,000 Lb. GVWR - 20F/23-23-23R, Double Frame, 266" 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;

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**Hill Technologies Proposed Sale to Enservco  
Asset List**

**Schedule 1** Revised: 12/19/2015

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
28	28	Trail King	TK110HDG-513	50 Ton Tri-Axle Hydraulic Detachable Gooseneck Lowboy	Trailer	1TKJ051378M072241	2008	OKC	130,700 Lb. GVWR, 20,280 Lb. GAWR, 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 Hookups & Air Lines, 255/70R22.5 Tires; #105;
29	29	-	-	47' Tandem Axle Flatbed	Semi Trailer	ARKAVT10550369442	2005	OKC	Spring Suspension, Fixed Tandem; #316.
30	30	Peterbilt	PB330	Tandem Axle Water Rig	Truck	2NPNLZ0X74M815280	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; #105;
31	31	Overbilt	-	Tandem Axle Tilt Deck Tag	Trailer	129HD4127C0058458	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	32	International	4900	Single Axle Fuel	Truck	1HTSDAAN8SH651557	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, DT466 Diesel, 5 Speed, Air Brakes, 33,000 Lb. GVWR, 446,738 Miles Indicated; #146; *Note - No Key Available;
33	33	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16191	-	OKC	Pump Size VS10x8x17.5, 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: 5VYBL2028DH004475, 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	34	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16586	-	OKC	Pump Size VS10x8x17.5, 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: 5VYBL2025DH004479, 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	35	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16051	-	OKC	Pump Size VS10x8x17.5, 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: 5VYBL2023DH004478, 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	36	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16046	-	OKC	Pump Size VS10x8x17.5, 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: 5VYBL202XDH004476, 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;
37	37	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16547	-	OKC	Pump Size VS10x8x17.5, Pump # PPEM108S17-21, 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	38	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16063	-	OKC	Pump Size VS10x8x17.5, Pump # PPEM108S17-21, Trim 1700, John Deere 6-Cylinder Diesel S/N RG6090L111641, 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;

Hill Technologies Proposed Sale to Enservco  
Asset List

Schedule 1 Revised: 12/9/2015

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Lot	Description
39	39	Pioneer	PP108S17L2-E0114	Diesel Powered	Water Pump	16546	-	OKC	Pump Size VS10x8x17.5, Pump # PPEM108S17-21, 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	40	Pioneer	SC108S17L1-EG-114	Diesel Powered	Water Pump	9071	-	OKC	Size VS10x8x17.5, Pump # SCEM108S17-4, Trim 1700, John Deere 6-Cylinder Diesel, S/N RG6090U034285, 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	41	Pioneer	SC108S17L1-E114	Diesel Powered	Water Pump	7862	-	OKC	Size VS10x8x17.5, Pump # SCEM108S17-4, Trim 1700, John Deere 6-Cylinder Diesel, S/N RG6081H296716, 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	42	Pioneer	SC8617L2-E311	Diesel Powered	Water Pump	8053	-	OKC	Pump Size VC8x6x17, Pump # SCEM86017-7, Trim 1700, John Deere 6-Cylinder Diesel S/N PE6068H559412, Mounted On 12' Tandem Axle Trailer Chassis, Built-In Fuel Tanks, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #008;
43	43	Pioneer	SC8617L2-E311	Diesel Powered	Water Pump	8052	-	OKC	Pump Size VC8x6x17, Pump # SCEM86017-7, Trim 1700, John Deere 6-Cylinder Diesel S/N PE6068H559411, Mounted On 12' Tandem Axle Trailer Chassis, Built-In Fuel Tanks, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #007;
44	44	Godwin	80-50-320	Portable Diesel Powered	Water Pump	1060542/05	-	OKC	Deutz Air Cooled Diesel, 3" Ports, Mounted On MQ Power 12' Tandem Axle Trailer, VIN: 5SLBG12X7L001555 (2007), 7,000 Lb. GVWR, Pintle Eye Hitch, Single 14" Tires, Electric Brakes; #003;
45	45	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/04	-	OKC	Deutz Air Cooled Diesel, Skid Frame; #036;
46	46	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/03	-	OKC	Deutz Air Cooled Diesel, Skid Frame; #048; *Note - Not In Service - Rod Thrown Thru Engine Block;
47	47	Sullair	375H-CA3	Diesel Powered Portable	Air Compressor	201109290115	-	OKC	375 CFM, CAT CA-4 Diesel, 0443 Hours Indicated; #321;
48	48	Warren	WCW204MH	Power Systems Portable	Light Tower	C09-03-03818	-	OKC	20 KW, CAT 4-Cylinder Diesel; 3,875 Hours Indicated; #013;
49	49	Warren	WCW84MH	Power Systems Portable	Light Tower	C11-03-04671	-	OKC	8 KW, CAT 3-Cylinder Diesel; 3,514 Hours Indicated; #039;
50	50	Warren	WCW84MH	Power Systems Portable	Light Tower	-	-	OKC	8 KW, CAT 3-Cylinder Diesel; 4,120 Hours Indicated; #010;
51	51	Warren	WCW204MH	Power Systems Portable	Light Tower	C07-11-02867	-	OKC	CAT Diesel, Stamford 477.5 Generator, 25KW/20 KVA, 60 Hz, 1800 RPM, 480V, 3Ph; #021;
52	52	Warren	WCN64MH	Power Systems Portable	Light Tower	C07-04-02434	-	OKC	CAT 3-Cyl Diesel; 2,889 Hours Indicated; #058;
53	53	Warren	WCN64MH	Power Systems Portable	Light Tower	C08-07-03379	-	OKC	CAT 3-Cyl Diesel; 1,869 Hours Indicated; #063;
54	54	Warren	WCN64MH	Power Systems Portable	Light Tower	C08-12-03696	-	OKC	CAT 3-Cyl Diesel; 3,138 Hours Indicated; #009;
55	55	Warren	WCN64MH	Power Systems Portable	Light Tower	C08-07-03393	-	OKC	CAT 3-Cyl Diesel; 4,793 Hours Indicated; #059;
56	56	Warren	WCN64MH	Power Systems Portable	Light Tower	C08-02-03005	-	OKC	CAT 3-Cyl Diesel; 3,124 Hours Indicated; #056;
57	57	MQ Power Corp	Whisperwatt DCA-455S1U4	Diesel Powered 36 KW AC Power	Generator	7204797	-	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, Isuzu 4JIT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: 5SLBC15248L004107; #324;
58	58	MQ Power Corp	Whisperwatt DCA-455S1U4	Diesel Powered 36 KW AC Power	Generator	7204777	-	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, Isuzu 4JIT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: 5SLBG16208x004105; #323;
59	59	MQ Power Corp	Whisperwatt DCA-455S1U4	Diesel Powered 36 KW AC Power	Generator	7205051	-	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, Isuzu 4JIT Diesel, Mounted On 2010 Best Mfg. 16' Tandem Axle Flatbed Trailer, VIN: 5YHBU1629AM801919, Wood Deck, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ Estimated 300 Gallon Diesel Fuel Tank; 15,058 Hours Indicated; #s 396/348;

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Hill Technologies Proposed Sale to Enservco  
Asset List

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Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
60		MQ Power Corp	Whisperwatt DCA-45SS1U3	Diesel Powered 36 KW AC Power	Generator	7204389	-	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, Isuzu BB-41G1T Diesel, Mounted On 1210 Tex Mex 16" Tandem Axle Flatbed Trailer, VIN: 41MAU1G28AW038834, Wood Deck, 32" High Angle Iron Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, w/ Estimated 300 Gallon Diesel Fuel Tank; 17,658 Hours Indicated; #99;
61		MQ Power Corp	Whisperwatt DCA-25SS1U3	Diesel Powered 20 KW AC Power	Generator	7109994	-	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, Isuzu 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-25SS1U2	Diesel Powered 20 KW AC Power	Generator	7109704	-	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, Isuzu 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	-	14' Tandem Axle Generator	Trailer	5SLBG162981004099	2008	OKC	Trailer Chassis Only, Built-In Fuel Tanks, Single 16" Tires, Hydraulic Surge Brakes, Pintle Eye Hitch; #NA;
64		Horsecreek	-	10 Outlet Water Manifold	Trailer	58SBA4026AC024185	2010	OKC	10' 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	-	8 Outlet Water Manifold	Trailer	58SBA332268C025166	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	-	10 Outlet Water Manifold	Trailer	58SBA4029DC028297	2013	OKC	35' 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; #53;
67		Horsecreek	-	10 Outlet Water Manifold	Trailer	58SBA4027DC028296	2013	OKC	35' 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; #52;
68		TLR Welding & Fabricating	-	Water Manifold	Trailer	4191P30158P083034	-	OKC	Single Axle, 30" Length, 3" 10" Ports, 15" 4" Ports, Single 16" Tires, Pintle Eye Hitch, Hose Carrying Racks; #MAT4;
69		Lawhon	-	30' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	447LK3028C7015340	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 Hose Fittings, Valves, etc.; #VR485 / UT3;
70		Lamar	-	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	-	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA34258C025379	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	-	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	-	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	-	34' Tandem Axle 5th Wheel Gooseneck Flatbed	Trailer	58SBA342XDC028295	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3424DC028292	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3426DC028293	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3420DC028299	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3420DC028299	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3429DC028238	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	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	58SBA3428DC028294	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;

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Asset List

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Schedule 1

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
82	82	Horsecreek	-	34' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	5BSCA2429BC025383	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	83	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	1J9DG3225AJ143006	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	84	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	1J9DG3227AJ143007	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	85	Jennings	DG322	Sure-Pull 32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	1J9DG3229AJ143008	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	86	Heavy Bit Mfg	-	40' Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	-	-	OKC	50" x 38" Steel Deck, Single 16" Tires, Electric Brakes; #031;
87	87	Starlite	-	20' Tandem Axle	Flat Bed Trailer	13YF2026CC117391	2012	OKC	14,000 Lb. GVWR, 16' Flat Wood Deck w/ 4' Metal Beavertail, Flip Ramps, Single 15/75R17.5 Tires, Electric Brakes, Pintle Eye Hitch; #335;
88	88	Ironworks	-	20' Tandem Axle	Flat Bed Trailer	129CS20287W276126	2007	OKC	12,000 Lb. GVWR, 83" Deck Width, Wood Deck, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #315;
89	89	Ironworks	-	20' Tandem Axle	Flat Bed Trailer	129CS20257W276817	2007	OKC	83" Deck Width, Wood Deck, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #087;
90	90	Diamond C	18EEQ	Road Clipper 20' Tandem Axle	Flat Bed Trailer	46UFU2028D1147671	2013	OKC	14,000 Lb. GVWR, 18" Wood Deck x 2' Beavertail, 83" Deck Width, Flip Ramps, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #338;
91	91	Maxey	-	16' Tandem Axle Flatbed Utility	Trailer	5GXS16208M008769	2008	OKC	83" Inside Deck Width, Wood Deck, 14" High Angle Iron / Pipe Sides, Single 15" Tires, Electric Brakes, Pintle Eye Hitch; #69;
92	92	C & M	-	20' Tandem Axle Flatbed Utility	Trailer	1CABC20225T030203	2005	OKC	14,000 Lb. GVWR, Diamond Plate Steel Deck, 10" High Angle Iron / Pipe Sides, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #071;
93	93	Best Bit	-	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	94	Best Bit	-	16' Tandem Axle Flatbed Utility	Trailer	5YHBU16278MD02342	2011	OKC	Wood Deck, 12" High Angle Iron Sides, Single 15" Tires, Pintle Eye Hitch; #314;
95	95	Parker	-	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	96	-	-	16' Tandem Axle Flatbed Utility	Trailer	-	-	OKC	83" Wide Wood Deck, Single 15" Tires, Electric Brakes, 12" High Angle Iron & Pipe Sides, Pintle Eye Hitch; #069;
97	97	Best Bit	-	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	98	Best Bit	-	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	99	Best Bit	-	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	100	Stagecoach	-	12' Tandem Axle Flatbed Utility	Trailer	5NYBU12238NCS223	2011	OKC	83" Wide Wood Deck, 4' Drop Down Rear Ramp, Single 15" Tires, 2-5/16" Ball Hitch; #311;
101	101	Diamond C	-	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	102	Diamond C	-	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	103	Diamond C	-	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	104	Diamond C	-	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	105	-	-	15' Tandem Axle Power Washer	Trailer	122633707A	-	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, S/N P0504-81815, 1000 PSI, 2.0 GPM, 225&ordm; Max., 156,524 BTU, 120V 1PH Pump; #308;

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Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
106	106	Ironworks	-	Custom Built Tandem Axle Flatbed Fuel	Trailer	129CS2023AW276722	2010	OKC	20" L x 84" W x 8-1/2" H Built-in Fuel Tank w/ Wood Deck Overlay Top, Knaack 2472 Gang Box w/ Tuthill Fill-Rite FR4200G 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	107	Skyline	300 LTD	20' Travel	Trailer	15E200P296F001419	2006	OKC	Skyline S/N: 7037-1419-U; #346;
108	108	W-W Trailer	-	16' Tandem Axle Livestock	Trailer	11WHS162XRXW203131	1994	OKC	10,400 GVWR, Single 15" Tires, Electric Brakes, Wood Floor; #067;
109	109	Sweetwater Metal Products	CT27	Coiled Pipe	Trailer	1RCFBVCY2091000816	2009	OKC	w/ McElroy Model Line Tamer 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	110	Midland Carrier	-	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	111	Ironworks	-	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 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #307;
112	112	Palmer	-	Tandem Axle Pipe Spool	Trailer	119BS1629EWA01082	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	113	Goede	-	Welding Tandem Axle Pipe Spool	Trailer	4C96S1628W432095	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 Goede Welding 16' Tandem Axle Trailer, 12,000 Lb. GVWR, Single 16" Tires, Electric Brakes, Pintle Eye Hitch; #P513;
114	114	-	-	Tandem Axle Pipe Spool	Trailer	-	-	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, 2-5/16" Ball Hitch; #NA; * Note - Missing Hydraulic Drive Motors;
115	115	-	-	Estimated 39,843 (7.5 Miles) 10" Lay Flat	Pipe	-	-	OKC	Estimated 3 Miles 2", Estimated 52 Miles 3", Estimated 5 Miles 4"; Photo Not Available; Location - Guthrie, OK
116	116	-	-	Large Quantity 2", 3", & 4" Poly	Pipe	-	-	OKC	-
117	117	-	-	12' x 8' Ramp Type Steel Plate Street Crossings	-	-	-	OKC	-
118	118	-	-	15' x 7' Ramp Type Steel Plate Street Crossings	-	-	-	OKC	-
119	119	-	-	20' x 3' Single 10" Port Street Crossings	-	-	-	OKC	-
120	120	-	-	20' x 3' Single 10" Port Street Crossings	-	-	-	OKC	-
121	121	-	-	Dual 10" Port Street Crossings	-	-	-	OKC	-
122	122	-	-	12' x 3' Single 10" Port Street Crossings	-	-	-	OKC	-
123	123	-	-	16' x 4' Lay-Over Type Steel Plate Street Crossings w/ Hinged Top	-	-	-	OKC	-
124	124	-	-	Rochester Rotational Molding 24" x 96" Orange Safety Barriers	-	-	-	OKC	-
125	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1624DW042433	2013	OKC	Part No. 2408SC0-50, Water Fillable;
126	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1628DW042404	2013	OKC	With Marelli Generator S/N: 7343710 Model: LDW2204; with 300 gallon diesel tank.
127	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1628DW042405	2013	OKC	With Marelli Generator S/N: 7342916 Model: LDW2204; with 300 gallon diesel tank.
128	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1621DW042406	2013	OKC	With Marelli Generator Model: LDW2204; with 300 gallon diesel tank.

PK

HIT Technologies Proposed Sale to Enservco  
Asset List

Schedule 1  
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Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
129	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1623DW042407	2013	OKC	With Marelli Generator S/N: 7342901 Model: LDW2204; with 300 gallon diesel tank.
130	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1625DW042408	2013	OKC	With Marelli Generator S/N: 7342912 Model: LDW2204; with 300 gallon diesel tank.
131	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1622DW042429	2013	OKC	With Marelli Generator S/N: 7342904 Model: LDW2204; with 300 gallon diesel tank.
132	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1629DW042430	2013	OKC	With Marelli Generator S/N: 7342790 Model: LDW2204; with 300 gallon diesel tank.
133	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1620DW042431	2013	OKC	With Marelli Generator S/N: 7342903 Model: LDW2204; with 300 gallon diesel tank.
134	-	TexMex	16' Tandem Flatbed	-	Flatbed trailer	41MAU1622DW042432	2013	OKC	With Marelli Generator S/N: 7343699 Model: LDW2204; with 300 gallon diesel tank.
135	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2028DH004475	2013	OKC	14,000 GVWR; steel diamond plate decking
136	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2025DH004479	2013	OKC	14,000 GVWR; steel diamond plate decking
137	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2023DH004478	2013	OKC	14,000 GVWR; steel diamond plate decking
138	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL202XDH004476	2013	OKC	14,000 GVWR; steel diamond plate decking
139	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2026DH004474	2013	OKC	14,000 GVWR; steel diamond plate decking
140	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2021DH004477	2013	OKC	14,000 GVWR; steel diamond plate decking
141	-	Lone Star	20' Tandem Flatbed	-	Flatbed trailer	5VYBL2021DH004480	2013	OKC	14,000 GVWR; steel diamond plate decking
142	-	Midland Carrier	PL-6000	-	Pipe Spool	1S9ES19250E464003	2010	OKC	12,000 GVWR
143	-	Midland Carrier	PL-6000	-	Pipe Spool	1S9ES19290E464005	2010	OKC	12,000 GVWR
144	-	Midland Carrier	PL-6000	-	Pipe Spool	1S9ES19200E464006	2010	OKC	12,000 GVWR
145	-	John Deere	825-WCH Gator	-	Side-by-side Generator	1M0825GSA0021953	2011	OKC	-
146	-	MQ Power	-	-	Generator	DCA 255S1U2	-	OKC	-
147	-	McElroy	Pit Bull 28	-	Pipe Spool Trailer	4C9BS1626EW382095	2014	OKC	-
148	-	McElroy	-	-	Pipe Fusion Welder	C41544/C32848	-	OKC	-
149	-	-	-	5 miles, repaired	Flatnose	-	-	OKC	-
150	200	Texas Bragg	-	18' Tandem Axle Flatbed Utility	Trailer	-	-	CROW	83" Wide Wood Deck, 16" High Angle Iron / Pipe Sides, Single 15" Tires, Electric Brakes, 2-5/16" Ball Hitch; #NA;
151	201	-	-	16' Tandem Axle Generator	Trailer	-	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, 3" Ports, Mounted On 12' Tandem Axle Trailer Chassis, Pintle Eye Hitch, Hydraulic Surge Brakes; HP4; Pump #018 / T/r #084.
152	202	Godwin	80-50-320	Portable Diesel Powered	Water Pump	0957815/05	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, 3" Ports, Mounted On 12' Tandem Axle Trailer Chassis, Pintle Eye Hitch, Hydraulic Surge Brakes; HP5; #041.
153	203	Godwin	80-50-320	Portable Diesel Powered	Water Pump	1060542/03	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, 3" Ports, Mounted On 12' Tandem Axle Trailer Chassis, Pintle Eye Hitch, Hydraulic Surge Brakes; HP5; #041.
154	204	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/04	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP6; #318.
155	205	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/01	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP7; #073;
156	206	Godwin	80-50-320	Diesel Powered	Water Pump	0957815/02	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP3; #005;
157	207	Godwin	80-50-320	Diesel Powered	Water Pump	1060542/06	-	CROW	Deutz 45.2 Kw Air Cooled Diesel, Skid Base w/ Built-In Fuel Tank, 3" Ports; HP2; #064;
158	208	-	-	18' Water Manifold	Trailer	-	-	CROW	4) 10" Ports, 14) 6" Ports, Single Axle w/ Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch; #MATZ.

HIT Technologies Proposed Sale to Enservco  
Asset List

Schedule 1  
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Item #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
159	208A	-	20' Water Manifold	Trailer	ARKAVTL1680512890	-	CROW	3' 10" Ports, 10' 6" Ports, Single Axle w/ Single 15" Tires, 2-5/16" Ball Hitch, Hose Carrying Racks: #NA
160	209	Horsecreek	5th Wheel Gooseneck Water Manifold	Trailer	585BA34238C025381	2011	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 Receiver, #055.
161	210	TJR Welding & Fabricating	Water Crossover Bridge	Trailer	479P2010C083129	2012	CROW	Dual 10" Pipes, 11' Clearance Height, 12' Clearance Width, Single Axle w/ 16" Tires, Electric Brakes, 2-5/16" Ball Hitch: #WR1.
162	211	Lone Star	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 Receiver, #NA.
163	212	-	36' Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	ARKAVTL1720500262	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 Receiver.
164	213	Midland Carrier PL5000	14' Tandem Axle Pipe Spool	Trailer	159E519230E464002	2010	CROW	12,000 lb. GVWR, Single Hydraulic Sprocket Chain Drive, Honda GTX390 Gas Power Unit, 12" Diameter x 6' Wide Spool Reel, Single 16" Tires, Electric Brakes, Pintle Eye Hitch, #050.
165	214	-	20' Tandem Axle Pipe Spool	Trailer	-	-	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: #P5T2.
166	215	-	32' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	-	-	CROW	102" Wide, Expanded Metal Decking, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ 6' Lengths Estimated 660' Flat Hose (Estimated 3,960'); #VRS12/UT7.
167	216	-	Estimated 7'260' 10" Lay Flat	Pipe	-	-	CROW	-
168	217	-	36' Tandem Axle 5th Wheel Gooseneck Pipe	Trailer	ARKAVTL1020500264	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 Receiver, w/ 25 Pc(s) 30" 10" Aluminum Pipe: #T3.
169	218	-	Estimated 10,950' 10" Aluminum Water	Pipe	-	-	CROW	-
170	219	-	Estimated 102' 10" Aluminum Water Pipe Fittings	-	-	-	CROW	-
171	220	-	Street Crossings	-	-	-	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' 16" x 4' 10" Single Port, 1' 10" x 3' 10" Single Port, 1' 18" x 6' 10" Double Port.
172	-	-	Drive Over Steel Plate Ramp Type Street Crossings	-	-	-	CROW	-
173	-	-	Gooseneck Trailer, #NA	Gooseneck Trailer, #NA	ARKAVTL1720500262	NA	CROW	NA
174	300	Forest River / Continental	20' x 8' Enclosed Power Wash	Trailer	5NHUCCV25CV016508	2012	MID	9,800 lb. GVWR, Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch, Swing Rear Doors, Curb Side Door, w/ 3500 PSI Chappel Pressure Washer, S/N NA, Honda GX630 Gas Engine, Fuel Oil Burner, 35 Gallon Poly Soap Tank, 535 Gallon Poly Water Tank, Hose, Hose Reel, Spray Wand.
175	301	VR60	Water Pipe Rental 18' Water Manifold	Trailer	OK1422701	-	MID	3' 10" Ports, 2' 8" Ports, 14' 6" Ports, Single Axle w/ Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch: #MAT10.
176	302	VR56	25' Water Manifold	Trailer	OK1422702	-	MID	2' 10" Ports, 7' 6" Ports, 1' 4" Port, Single Axle w/ Single 15" Tires, Pipe Rack, 2-5/16" Ball Hitch: #MAT9.
177	303	-	25' Water Manifold	Trailer	-	-	MID	3' 10" Ports, 11' 6" Ports, Single Axle w/ Single 15" Tires, 2-5/16" Ball Hitch: #MAT11.
178	304	Lone Star	24' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	5VYGL2420EH005413	2014	MID	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.
179	305	Lone Star	24' Tandem Axle 5th Wheel Gooseneck	Trailer	5VYGL2423EH005616	2014	MID	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.

PH



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Asset List

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Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
180	306	Lone Star	-	20' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	SNVGL2020D004959	2013	MID	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.
181	307	Lone Star	-	24' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	SNVGL2429D004582	2013	MID	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.
182	308	Lone Star	-	20' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	SNVGL2027D004960	2013	MID	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).
183	309	Kearney	-	20' Tandem Axle 5th Wheel Gooseneck	Flat Bed Trailer	-	-	MID	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, #UTS.
184	310	-	-	20' Tandem Axle Pipe Spool	Trailer	20143571430A	2007	MID	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.
185	311	TJR Welding & Fabricating	-	30' Tandem Axle Pipe	Trailer	xxx1P2821CP083010	-	MID	Open Center, 4) Load Bunks, Single 16" Tires, Electric Brakes, 2-5/16" Ball Hitch, w/ 44" Pc's 10" Aluminum Water Pipe; #VR517/P110.
186	312	Pero	-	16' Tandem Axle Flatbed Utility	Trailer	-	-	MID	83" Wide Wood Deck, 12" High Angle Iron Sides, Single 15" Tires, 2-5/16" Ball Hitch, w/ Assorted Hose & Pipe; #NA.
187	313	-	-	Burner	Trailer	SNVBU30130NSC7045	2013	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, #G55.
188	314	-	-	Burner	Trailer	SNVBU30130NSC7059	2013	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, #G56.
189	315	-	-	Burner	Trailer	SNVBU30130NSC7161	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, #G54.
190	316	-	-	Burner	Trailer	SNVBU30130NSC7169	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.
191	317	C&M	-	Burner	Trailer	SNVBU30130NSC72090	2014	MID	30' Burner Boom w/ Manual Crank Winch, 16" Tandem Axle Trailer, Single 15" Tires, Electric Brakes, 2-5/16" Ball Hitch, #NA.
192	318	-	-	Oil Separator	Trailer	SNVBU2027DNSC7073	2013	MID	w/ Energy Weldfab Separator Vessel, S/N 13612-104 (2013), MAMP 1440 PSI @ 125.8deg.F, MDMT 208deg.F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNVBU2027DNSC7073 (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.
193	319	-	-	Oil Separator	Trailer	-	2014	MID	w/ Energy Weldfab Separator Vessel, S/N 14430-101 (2014), MAMP 1440 PSI @ 125.8deg.F, MDMT 208deg.F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNVBU2024NSC7509 (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, #G5D.
194	320	-	-	Oil Separator	Trailer	-	-	MID	w/ Energy Weldfab Separator Vessel, S/N 13632-105 (2013), MAMP 1440 PSI @ 125.8deg.F, MDMT 208deg.F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNVBU2021NSC7304 (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, #G51.
195	321	-	-	Oil Separator	Trailer	-	-	MID	w/ Energy Weldfab Separator Vessel, S/N 13612-106 (2013), MAMP 1440 PSI @ 125.8deg.F, MDMT 208deg.F @ 1440 PSIG, Mounted On Stagecoach Model 83x20 EQ GN-TA 20' Tandem Axle 5th Wheel Gooseneck Flatbed Trailer, VIN: SNVBU2026NSC7194 (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, #G57.

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Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
196	332			Oil Separator	Trailer	5NWB000042713040		MID	W/ Energy World's Vertical Mounted Separator Vessel, SN 14840-201, (2013), MAWP 5000 PSI @ 200 deg F, MDMT 25 deg F @ 5000 PSI, Flow Back Piping & Valves, Mounted On 40' Trailers 19' Tandem Air Utility Trailer, VIN: 5NWB000042713040, (2013), 7,000 LB GVWR, Expanded Metal Decking, Single 25" Tires, Electric Brakes, 2-5/8" Ball Hitch, MUA.
197	333	NIPUR-Kinder	-	30" x 96" Sand	Separator	091375111-2	2013	MID	MAWP 5000 PSI @ 235 deg F, MDMT 208 deg F @ 5000 PSI, Steel Framework
198	334	NIPUR-Kinder	-	24" x 96" Sand	Separator	0214475113	2014	MID	MAWP 5000 PSI @ 235 deg F, MDMT 208 deg F @ 5000 PSI, Steel Framework
199	335	NIPUR-Kinder	-	24" x 96" Sand	Separator	091375111-2	2013	MID	MAWP 5000 PSI @ 235 deg F, MDMT 208 deg F @ 5000 PSI, Steel Framework
200	336			Estimated 15,000 PSI 12' x 10' Lay Flat	Pipe			MID	Including Estimated 12,600' 10" & Estimated 2,400' 8"
201	327	-	-	12' Ramp Type Steel Plate	-	-	-	MID	6' + 2' Hinged Approach Ramps.
202	328	-	-	16' x 4' Ramp Type Steel	-	-	-	MID	-
203	329	-	-	Plate Street Crossings	-	-	-	MID	-
204	330	-	-	Single 10" Port Street Crossings	-	-	-	MID	Including 5) 12' x 2-1/2' & 1) 16' x 3'
205	331	-	-	16' x 6' Dual 10" Port Street Crossing	-	-	-	MID	-
206	332	-	-	Lot of 3) Fuel Tanks w/ Pumps & 1) Crossover Truck Bed Toolbox	-	-	-	MID	-
207	333	-	-	2" 15,000 PSI Steel Flow Back	Pipe	-	-	MID	Including Estimated 360 Pc's 10' & 40 Pc's 6';
208	334	-	-	2" 15,000 PSI Steel Flow Back	Pipe	-	-	MID	Including Estimated 180 Pc's 10';
209	335	-	-	2) Grates 2" 15,000 PSI Steel Flowback Pipe Fittings	-	-	-	MID	-
210	336	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Couplers	-	-	-	MID	-
211	337	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	Included Estimated 7) 2', 10) 3', 11) 4', & 18) 6', On 3 Stands & 1 Pallet;
212	338	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
213	339	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
214	340	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
215	341	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
216	342	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-

RE



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Item #	Hillco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
217	343	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
218	344	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
219	345	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
220	346	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
221	347	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
222	348	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings On 1 Pallet	-	-	-	MID	-
223	349	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Fittings & Couplers In 2) Crates	-	-	-	MID	-
224	350	-	-	Lot Of 2" 15,000 PSI Steel Flowback Pipe Valve / Manifold Assemblies	-	-	-	MID	-
225	351	-	-	Lot Of Assorted 2" 15,000 PSI Steel Flowback Pipe Manifolds, Valves, Couplers	-	-	-	MID	-
226	352	-	-	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	-	-	-	MID	-
227	353	-	-	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	-	-	-	MID	-
228	354	-	-	2" 15,000 PSI Steel Flowback Pipe Valve / Fitting Manifold Assemblies	-	-	-	MID	-
229	355	-	-	Assorted 2" 15,000 PSI Steel Flowback Pipe Fittings	-	-	-	MID	-
230	356	-	-	Assorted 2" 15,000 PSI Steel Flowback Pipe Couplers	-	-	-	MID	-
231	357	-	-	Assorted 10" Aluminum Water Pipe Fittings in Wire Basket	-	-	-	MID	-
232	358	-	-	Assorted Fittings, Flanges, Valves On 4) Pallets	-	-	-	MID	-
233	359	-	-	Seametrics 10" Flow Valves	-	-	-	MID	-
234	360	-	-	Assorted Valves & Fittings	-	-	-	MID	-
235	361	-	-	Assorted 10" Aluminum Pipe Fittings	-	-	-	MID	-

RR



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Asset List

Schedule 1 Revised: 12/9/2015

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
236	400	MQ Power Corp	Whisperwatt DCA-45SSIU4	45 KVA Diesel Powered AC	Generator	7205056	-	TUL	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, Isuzu 4JIT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: 5SLBG16278L004103, 7,000 Lb. GVWR, Built-In Fuel Tank, Pintle Eye Hitch, Hydraulic Brakes; 2,618 Hours Indicated; #326 / G3.
237	401	MQ Power Corp	Whisperwatt DCA-45SSIU4	45 KVA Diesel Powered AC	Generator	7205387	-	TUL	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, Isuzu 4JIT Diesel, Mounted On Tandem Axle Trailer Chassis, VIN: 5SLBG12248L007604, 7,000 Lb. GVWR, Built-In Fuel Tank, Pintle Eye Hitch, Hydraulic Brakes; 9,802 Hours Indicated; #320 / G10.
238	402	MQ Power Corp	Whisperwatt DCA-25SSIU3	25 KVA Diesel Powered AC	Generator	7109919	-	TUL	Rated Power Output 25 KVA (20 KW) - 3 Phase / 14.4 KVA (14.4 KW) - Single Phase, Rated Voltage Output 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, Isuzu 4JIT Diesel Engine; 3,362 Hours Indicated; #325.
239	403	MQ Power Corp	Whisperwatt DCA-25SSIU3	25 KVA Diesel Powered AC	Generator	7109338	-	TUL	Rated Power Output 25 KVA (20 KW) - 3 Phase / 14.4 KVA (14.4 KW) - Single Phase, Rated Voltage Output 240/480V - 3 Phase / 240/120V - Single Phase, 60 Hz, Isuzu 4JIT Diesel Engine; 2,493 Hours Indicated.
240	404	Top Hat Industries	-	32' Tandem Axle 5th Wheel Gooseneck Flatbed	Trailer	4R7G03222CT115784	2012	TUL	14,000 Lb GVWR, 102" Wide, Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver; #PT8; TX Lic 152 26N.
241	405	Leadmax	Gooseneck	-	Trailer	59419	-	TUL	-
242	406	Leadmax	Gooseneck	-	Trailer	59423	-	TUL	-
243	407	Leadmax	Gooseneck	-	Trailer	59423	-	TUL	-
244	408	-	-	Water Manifold	Trailer	-	-	TUL	24' Single Axle, 3' 10" Ports, 6" Ports, Hose Racks, Ball Hitch, w/ 8" Pc's 6" Flexible Pipe; #MAT7; #VR65, yellow.
245	409	-	-	Water Manifold	Trailer	-	-	TUL	24' Single Axle, 2' 10" Ports, 7' 6" Ports, Hose Racks, Ball Hitch, w/ 10" Pc's 6" Flexible Pipe; #MAT5, yellow.
246	410	-	-	Water Manifold	Trailer	-	-	TUL	26' Single Axle, 3' 10" Ports, 10' 6" Ports, Hose Racks, Ball Hitch, w/ Assorted Flexible Pipe; #MAT5, black.
247	411	-	-	18' Tandem Axle Flatbed Utility	Trailer	-	-	TUL	83" Wide Wood Deck, 2-5/16" Ball Hitch, Single 15" Tires, brown, rusty, w/ 12" Pc's 8" x 20" Aluminum Pipe & 2" Pc's 8" x 20" Flexible Pipe.
248	412	TJR Welding & Fabricating	-	30' Tandem Axle Tag Type Pipe	Trailer	4791P35218P083033	-	TUL	2-5/16" Ball Hitch, Open Deck, Single 16" Tires, Electric Brakes; 5) Load Bunks, w/ Assorted Aluminum Pipe; #PT6; blue. *Note - Missing tires; TX Lic 223 915H.
249	413	-	-	18' Tandem Axle Monorail Flatbed Utility	Trailer	-	-	TUL	Including 3) 16" Ramp Type Street Crossings & Assorted 6" Aluminum Pipe; #MTR5; #VR514; black and yellow. *Note - Missing one axle.
250	414	Hefty Products	-	34' Tandem Axle 5th Wheel Gooseneck Flatbed	Trailer	-	-	TUL	Wood Deck, Single 16" Tires, Electric Brakes, Gooseneck Hitch w/ 2-5/16" Ball Receiver, w/ Assorted Flexible Pipe; #UT5; #VR69; black. *Note - Missing tires and hubs. *Note - TX Lic 763 960H.
251	415	-	-	Estimated 3+ Miles 10" Lay Flat Water	Pipe	-	-	TUL	-
252	416	-	-	Street Crossings	-	-	-	TUL	Including 2) 18' x 6' 10" Port Double, 1) 16' x 3' Ramp Type, 1) 20' x 3' 10" Port Single, & 1) 14' x 3' 10" Port Single.
253	417	-	-	Flex Fit, 32' Tandem Axle Gooseneck Pipe Trailer	Trailer	ARKAVTL1020510888	-	TUL	w/ 4) 18' x 3' 10" Single Port Crossings & 1) 18' x 6' 10" Port Double Crossing; black; graded deck. *Note - AR Lic PT135447.
254	418	Apex	Gooseneck+02004	-	Living Quarters	5200075000000004	-	TUL	-
255	419	Traxel Supreme	-	5th Wheel Travel Trailer	Living Quarters	-	-	TUL	-
256	-	Komatsu #1	Magnum MTT20	Combination Unit	Gateguard	5AICS18240B313843	2/27/2014	TUL	-

File: FINAL reconciliation of HHT vs ENSV Asset List 2015 12 09.xlsx  
Tab: Schedule 1

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Hill Technologies Proposed Sale to Enservco  
Asset List

Schedule 1 Revised: 12/9/2015

Item #	Hillco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
257	-	Komatsu #1	Magnum MTT20	Combination Unit	Gateguard	5AUCS1826DB313844	2/27/2014	TUL	-
258	-	Komatsu #1	Magnum MTT20	Combination Unit	Gateguard	5AUCS1826DB312192	2/27/2014	MID	-
259	-	Komatsu #1	Magnum MTT20	Combination Unit	Gateguard	5AUCS1827DB312279	2/27/2014	MID	-
260	-	Komatsu #1	Magnum MTT20	Combination Unit	Gateguard	5AUCS1823DB312280	2/27/2014	TUL	-
261	-	Komatsu #2	2014 MTT-20	-	Light Tower	0777PR02V14	4/18/2014	TUL	-
262	-	Komatsu #2	2015 MTT-20	-	Light Tower	0778PR02V14	4/18/2014	TUL	-
263	-	Komatsu #2	2016 MTT-20	-	Light Tower	0779PR02V14	4/18/2014	TUL	-
264	-	Komatsu #2	2017 MTT-20	-	Light Tower	0780PR02V14	4/18/2014	TUL	-
265	-	Komatsu #2	2018 MTT-20	-	Light Tower	0781PR02V14	4/18/2014	TUL	-
266	-	Komatsu #2	2019 MTT-20	-	Gateguard	5AUCS1826DB313844	2/27/2014	TUL	-
267	-	Komatsu #2	2020 MTT-20	-	Gateguard	5AUCS1826DB313844	2/27/2014	TUL	-
268	-	Bucks	-	80kw Natural Gas	Generator	1337G6111	10/21/2014	TUL	-
269	-	-	Forklift	-	Spider Forklift	-	1/10/2013	TUL	-
270	-	-	Miscellaneous and unspecified	Miscellaneous and unspecified	Miscellaneous and unspecified	Miscellaneous and unspecified	Miscellaneous and unspecified	ALL	Any and all miscellaneous and unspecified equipment, parts, or other property that may be delivered to Midland, Oklahoma City, Tulsa, and/or Crowley yards by 5:00 pm CST on November 18, 2015.
271	-	-	-	3 sheets of 20	Ferrite bars	-	-	HOU	-
272	-	-	-	1 sheet of 18	Ferrite bars	-	-	HOU	-
273	-	-	-	3 sheets of 12	Ferrite bars	-	-	HOU	-
274	-	-	-	1 sheet of 10	Ferrite bars ("126")	-	-	HOU	-
275	-	-	-	1 sheet of 10	Ferrite bars	-	-	HOU	-
276	-	-	-	3	Electric, T-coupling assemblies	-	-	HOU	-
277	-	Epson	C491H	1	XP-620 printer and cables	-	-	HOU	-
278	-	Samsung	S24C4508W	1	Video monitor and cables	-	-	HOU	-
279	-	Logitech	Y-R0016	1	Solar-powered keyboard	-	-	HOU	-
280	-	-	-	36	Laboratory	-	-	HOU	Threaded rods, white plastic, 4.5" x 5/16" (approx)
281	-	-	-	66	Laboratory	-	-	HOU	Wing nuts, white plastic, 5/16" (approx)
282	-	-	-	8	Laboratory	-	-	HOU	Hex nuts, white plastic, 5/16" (approx)
283	-	-	-	6	Laboratory	-	-	HOU	Clincher band, plastic, black, 30" (approx)
284	-	-	-	2	Laboratory	-	-	HOU	Clincher band, plastic, white, 24" (approx)
285	-	-	-	2	Laboratory	-	-	HOU	Metal bands, silver, 14" (approx)
286	-	-	-	1	Laboratory	-	-	HOU	Metal screw band, silver, 20" (approx)
287	-	-	-	6	Laboratory	-	-	HOU	Plastic bins, black, 4 gal (approx)
288	-	VWR	-	2	Laboratory	-	-	HOU	1,000ul pipet tip holder (100 slots), plastic, blue, no tips
289	-	VWR	-	1	Laboratory	-	-	HOU	1,000ul pipet tip holder (100 slots), plastic, blue, 48 tips
290	-	-	-	1	Laboratory	-	-	HOU	Plastic vial holder (80 slots), orange, no top, no tips
291	-	-	-	1	Laboratory	-	-	HOU	Measuring cup, clear plastic, 2 cup capacity
292	-	-	-	1	Laboratory	-	-	HOU	Jug, plastic, transparent, 2 gal (approx), miniscule liquid
293	-	-	-	3	Laboratory	-	-	HOU	Sample bottle, plastic, transparent, 1 quart (approx), empty
294	-	-	-	2	Laboratory	-	-	HOU	Sample bottle, plastic, transparent, 1 pint (approx), empty
295	-	-	-	3	Laboratory	-	-	HOU	Sample bottle, plastic, transparent, 1/2 pint (approx), empty

Hill Technologies Proposed Sale to Enservco  
Asset List

Schedule 1  
Revised: 12/9/2015

Item #	Hilco #	Make	Model	Capacity / Quantity	Asset type	Serial Number / VIN	Year	Loc	Description
296	-	-	-	2	Laboratory	-	-	HOU	Pill bottle, sealed, clear plastic, empty
297	-	Bioglox	-	1	Laboratory	-	-	HOU	Sample bottle, 1 gal (approx), containing fluid
298	-	-	-	20	Laboratory	-	-	HOU	Misc sample bottles, plastic, transparent, containing various fluids
299	-	Kleen Strip	-	1	Laboratory	-	-	HOU	Denatured alcohol, 1 quart (approx), nearly full
300	-	VWR	-	1 bag of 25	Laboratory	-	-	HOU	Disposable culture tube with plug caps
301	-	VWR	-	1	Laboratory	Cat#: 82028-574	-	HOU	1,000 ul pipet tip holder (100 slots) and tips (100), blue
302	-	Millex-SV	-	1 bag of 25	Laboratory	SLSV025LS	-	HOU	5.0um disposable filter unit, clear plastic
303	-	BD	-	1 bag of 25	Laboratory	-	-	HOU	5ml syringe, luer-lok tip
304	-	VWR	-	2 bags of 25	Laboratory	-	-	HOU	Disposable culture tube with plug caps
305	-	VWR	-	1	Laboratory	Cat#: 82028-574	-	HOU	1,000 ul pipet tip holder (100 slots) and tips (100), blue
306	-	Millex-SV	-	1 bags of 25	Laboratory	SLSV025LS	-	HOU	5.0um disposable filter unit, clear plastic
307	-	BD	-	1 bag of 25	Laboratory	-	-	HOU	5ml syringe, luer-lok tip
308	-	Technologies	-	1	-	SN: HM14-H465934	-	HOU	Extreme Gas Alert Clip, single gas detector, yellow; calibration date: 2014-11-21.
309	-	Technologies	-	1	-	SN: HM14-H465952	-	HOU	Extreme Gas Alert Clip, single gas detector, yellow; calibration date: 2014-11-21.
310	-	Technologies	-	1	-	SN: HM14-H465959	-	HOU	Extreme Gas Alert Clip, single gas detector, yellow; calibration date: UNK.
311	-	ThermoFisher Scientific	-	1 box of 24	Laboratory	-	-	HOU	Jar short clear WM w/ lid, 4oz/125ml
312	-	Vivione Biosciences LLC	-	1	Rapid-B ASO Flow Cytometer Platform	-	-	HOU	-
313	-	Hydroflow Technologies	-	1	Sales Agreement by and between HydroFLOW Holdings U.S.A., LLC and Apache Energy Services LLC	-	Dated June 16, 2014	-	-
314	-	-	-	-	Intellectual Property and Trade names	-	-	-	Trade Names, Copyrights, and other Intellectual property as set forth in the APA

## ASSIGNMENT AND ASSUMPTION OF SALES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SALES AGREEMENT ("Assignment"), made and entered into as of December \_\_\_\_, 2015, is by and between Apache Energy Services LLC, a Texas limited liability company d/b/a AES Water Solutions, ("Assignor") and Heat Waves Water Management, LLC, a Colorado limited liability company ("Assignee").

### RECITALS

A. Assignor is a party to that certain Sales Agreement dated June 16, 2014, between Assignor and HydroFLOW HOLDINGS U.S.A., LLC, a Washington limited liability company (as amended, the "HydroFLOW Agreement").

B. Pursuant to that certain Asset Purchase Agreement, dated December \_\_\_\_, 2015, by and between Assignee as Purchaser and Assignor and affiliated entities as Seller ("APA"), Assignor agreed to assume and assign to Assignee all of Assignor's rights and privileges under the HydroFLOW Agreement.

C. Assignor desires to assign, transfer, set over and convey to Assignee all of Assignor's right, title and interest under the HydroFLOW Agreement, and Assignee desires to accept such assignment.

### AGREEMENT

NOW, THEREFORE, for and in consideration for the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the HydroFLOW Agreement and hereby further grants and delegates to Assignee, its successors and assigns, all of the duties and obligations of Assignor (except the 2015 annual minimum order requirement, which remains the obligation of the Assignor) under the HydroFLOW Agreement.

2. Assumption. Assignee hereby accepts the assignment of the HydroFLOW Agreement made above and hereby assumes and agrees to keep, perform and fulfill all of the terms, covenants, obligations and conditions required to be kept, performed or fulfilled by Assignor under the HydroFLOW Agreement (except the 2015 annual minimum order requirement).

3. Representations. The assignment of the HydroFLOW Agreement made above is an absolute assignment. Assignor hereby represents and warrants to Assignee that Prior to the execution hereof, Assignor has not sold, assigned, transferred, pledged or hypothecated any right, title or interest of Assignor in, to or under the HydroFLOW Agreement to any person or entity other than Assignee. *ph*

Exhibit A



4. Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

(b) The headings of the sections and paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

(c) Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

(d) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: APACHE ENERGY SERVICES LLC, a Texas limited liability company d/b/a AES Water Solutions.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

ASSIGNEE: HEAT WAVES WATER MANAGEMENT, LLC, a Colorado limited liability company.

By: \_\_\_\_\_ *RK*  
Rick Kasch - Manager

## BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "Agreement") dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is made by and between HII Technologies, Inc., Apache Energy Services LLC dba AES Water Solutions ("Apache/AES"), Aqua Handling of Texas, LLC d/b/a AquaTex ("Aqua"), Sage Power Solutions, Inc. d/b/a Sage ("Sage") and Hamilton Investment Group, Inc. dba Hamilton Water Transfer ("Hamilton Water Transfer") (collectively "Seller"), and Heat Waves Water Management, LLC, a Colorado limited liability company or its assignee ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement (as defined below).

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of the \_\_\_\_\_ day of December, 2015 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Purchase Agreement"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Seller to Purchaser of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing Date, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser all of Seller's right, title, benefit, privilege and interest in, to and under the Purchased Assets, including but not limited to those assets listed on Schedule 1.1, attached hereto and all patents, trademarks and tradenames for Apache/AES, Aqua and Hamilton Water Transfer and copyrights related to Apache/AES, Aqua and Hamilton Water Transfer. Purchaser hereby accepts such assignment from Seller of the Purchased Assets. Notwithstanding the foregoing, nothing contained herein shall be construed to include a sale, transfer, assignment, conveyance, grant, delivery or delegation of any Excluded Assets or Excluded Liabilities, in each case subject to the terms and conditions of the Agreement, and the parties hereto agree that all Excluded Assets and Excluded Liabilities shall remain the sole responsibility of Seller.

2. Conflict. This Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision of the Purchase Agreement shall be deemed to be controlling.

3. Further Assurances. Each of the parties hereto covenants and agrees to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement. Without limiting the breadth of the foregoing, Seller shall deliver to Purchaser original vehicle titles for all titled vehicles that are Purchased Assets, with a release of lien on such titles endorsed by any lender asserting a security interest in any such titled vehicle. *RL*



4. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

5. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Should any clause, section or part of this Agreement be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Agreement shall nevertheless continue in full force and effect.

6. Counterparts. This Agreement may be executed in two or more counterparts (delivery of which may occur electronically or via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Remainder of Page Intentionally Left Blank]

*RM*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**SELLER:**

HII Technologies, Inc.  
Apache Energy Services LLC dba AES Water  
Solutions  
Aqua Handling of Texas, LLC d/b/a AquaTex,  
Sage Power Solutions, Inc. d/b/a Sage  
Hamilton Investment Group, Inc. dba Hamilton Water  
Transfer

HII Technologies, Inc.

By: \_\_\_\_\_  
Name: Loretta Cross - CRO

Apache Energy Services LLC dba AES Water  
Solutions

By: \_\_\_\_\_  
Name: Loretta Cross - CRO

Aqua Handling of Texas, LLC d/b/a AquaTex

By: \_\_\_\_\_  
Name: Loretta Cross - CRO

Sage Power Solutions, Inc. d/b/a Sage

By: \_\_\_\_\_  
Name: Loretta Cross - CRO

Hamilton Investment Group, Inc. dba Hamilton Water  
Transfer

By: \_\_\_\_\_  
Name: Loretta Cross - CRO

**PURCHASER:**

Heat Waves Water Management, LLC, a Colorado  
limited liability company

By: \_\_\_\_\_  
Name: Rick Kasch - Manager *RK*

**EXHIBIT C TO ASSET PURCHASE AGREEMENT**

**SALE ORDER**

**TO BE INSERTED**

**EQUIPMENT LEASE  
First Lease Agreement**

**THIS EQUIPMENT LEASE** ("Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between APACHE ENERGY SERVICES LLC, a Texas Limited Liability Corporation ("Lessor", which entity will be changing its name shortly after the date hereof) and HEAT WAVES WATER MANAGEMENT LLC, a Colorado limited liability company ("Lessee"). LESSOR and LESSEE hereby agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, pursuant to the terms and conditions set forth in this Lease, two (2) HydroFLOW Units and the associated surge protectors, together with all replacement parts, repairs, maintenance records, warranties, additions and accessories now or hereafter incorporated therein or affixed thereto (collectively, "Equipment" and each HydroFLOW Unit and associated surge protectors individually an "Item").

2. **EFFECTIVE AGREEMENT AND TERM.** This Lease shall be effective as of the date that the Lessor delivers to the Lessee the last of the Items being leased hereunder (the "Effective Date") and shall continue for 24 months thereafter, or as otherwise terminated as provided herein (the "Term"). The Lessee may cancel this lease upon written notice to the Lessor if the Effective Date has not occurred by January 4, 2016.

3. **NET LEASE; NON-CANCELABLE LEASE.** This Lease is a net lease, it being intended that all costs, expenses, liabilities, and personal property and use taxes associated with the Equipment and Lessee's lease and use thereof shall be the sole responsibility of Lessee. Lessee will pay rent and all other amounts payable hereunder by Lessee to Lessor in all events, without notice, setoff, counterclaim, deduction, defense or abatement. Lessee may only cancel this Lease as to any Item upon thirty (30) days' written notice to Lessor delivered within the first month after the Effective Date, which notice states that the Equipment does not function in accordance with manufacturer's specifications.

4. **RENT.** Lessee shall pay to Lessor rent for the Equipment leased hereby in the amount of \$890.00 per month per Item leased hereunder, commencing as of the Effective Date hereof, payable thereafter on the first day of each month throughout the term of this Lease.

5. **OWNERSHIP; PERSONAL PROPERTY; IDENTIFICATION.** The Equipment shall at all times be and remain personal property. Lessee shall have no right, title or interest in the Equipment other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Lease, the right to possess and use the Equipment for the full lease term and the right to purchase the Equipment in accordance herewith.

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6. **LOCATION.** Lessee may use the Equipment in such locations and in such states as the business of the Lessee requires within the United States and on dry land and above the mean high tide mark on coastal land. The Items may only be taken to sea with the written permission of Lessor and Lessor has the absolute right to refuse to grant that permission. Other than as may be necessary for repairs or maintenance, Lessee will not part with possession or control of the Equipment without Lessor's prior written consent.

7. **USE; MAINTENANCE; ALTERATIONS.** Lessee will use the Equipment only for the normal and customary use for which such Equipment is intended and only so as to subject it to ordinary wear and tear. Lessee, at its sole expense, will comply with all applicable laws or other governmental regulations, as well as the requirements of any applicable insurer, in any manner relating to the possession, use or

maintenance of the Equipment., Lessee, at its sole expense, will repair and maintain each Item so as to keep it in as good condition as when delivered to Lessee hereunder, ordinary wear and tear excepted.

8. **LESSOR WARRANTY.** Lessor warrants to Lessee that it has full right, title and interest in the Equipment and that no person has or claims any lien or encumbrance thereon, and that no amounts are due with respect to the Equipment that would prevent the Lessee from enjoying free use of the Equipment under this Lease and upon exercise of the Purchase Option described below. Lessor further represents that the Equipment is in operable condition and Lessor has no basis for believing that the Equipment will not operate in accordance with manufacturer's expectations in normal oilfield operating conditions when used as directed by the Manufacturer.

9. **LIENS; TAXES; INDEMNITY.** Lessee shall keep the Equipment free and clear of all liens and claims of others and promptly pay and discharge any mechanic's liens or other encumbrances or claims of any party which may be filed or recorded against any of the Equipment within 30 days after it receives notice thereof, from Lessor or otherwise. Lessee further agrees to pay promptly when due, and to indemnify and hold Lessor harmless, on an after-tax basis, from and against, all license fees, registration fees, assessments, taxes, and all other charges or withholding of any nature (together with any penalties, fines or interest thereon), now or hereafter imposed against Lessor, Lessee or the Equipment and attributable to the period of this Lease or upon the return of the Equipment to Lessor, by any government or taxing authority upon or with respect to the Equipment or upon the ordering, purchase, ownership, delivery, lease, possession, use, operation, shipping, storage, return, transport, sale or other disposition of the Equipment, or upon the rents, receipts or earnings arising therefrom or with respect to this Lease (other than taxes based on or measured by the net income of Lessor). The indemnities payable under this section shall be payable on demand by Lessor. Lessee agrees to timely file (or prepare and deliver to Lessor timely for review and filing if Lessee is prohibited by law from filing) on behalf of Lessor, all required tax returns and reports required by governmental agencies and, upon request of Lessor, to furnish to Lessor copies thereof as well as evidence of any payment or other compliance obligation under this section.

10. **GENERAL INDEMNITY.** Lessee agrees to indemnify, defend (at Lessor's option and with counsel approved by Lessor) and hold harmless Lessor, on an after-tax basis, against and from all losses, liabilities, damages, injuries to property or persons (including death), claims (including claims based on strict liability, negligence or other tort), demands and expenses (including reasonable fees and expenses for legal counsel), of any kind or nature (collectively, "Claims") imposed on, incurred by or asserted against Lessor in any way relating to or arising out of (a) the execution, delivery or performance of this Lease or any purchase agreement for the Equipment entered by Lessor, or (b) the manufacture, selection, purchase, transportation, delivery, rejection, installation, possession, use, condition, maintenance, repair, design, operation, ownership or return of the Equipment; provided, however, that this indemnity shall not extend to Claims caused solely by the willful misconduct or gross negligence of Lessor.

11. **INSURANCE; CASUALTY LOSS.** From and after the effective date of this Lease, Lessee shall obtain and maintain on the Equipment, at its own expense, all-risk casualty and liability insurance in such amounts, against such risks (including theft and vandalism) (which insurance may be Lessee's general casualty and liability insurance), in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of property damage insurance at any particular time shall not be less than the full replacement value of the Equipment and shall not require co-insurance. Lessee shall bear all risk of any destruction, in whole or in part, by fire or other casualty ("Casualty Loss") to the Equipment, and except as provided in this section, Lessee shall not be released from its obligations hereunder in the event of any Casualty Loss. Lessee shall promptly and fully inform Lessor of any Casualty Loss with respect to any Item, and within 30 days of such Casualty Loss, Lessee shall either (a) place each Item affected by the Casualty Loss in good condition and repair in accordance with the terms hereof; (b) replace

each Item affected by the Casualty Loss with another item of the same type and quality, having a value and utility at least equal to, and being in as good operating condition as the Item being replaced was required to be by the terms of this Lease immediately prior to the Casualty Loss.

**12. NO TRANSFER, ASSIGNMENT OR SUBLEASE.**

(a) Lessee will not, directly or indirectly, (i) sell, assign, convey, mortgage, pledge, hypothecate, grant a security interest in, or otherwise transfer, encumber or suffer a lien upon or against any of the Equipment or Lessee's interest in this Lease, or (ii) sublet or grant licenses to use the Equipment or any part thereof (collectively, "Transfer") without obtaining Lessor's prior written consent. Notwithstanding the foregoing, Lessee may Transfer the Equipment to an affiliate without obtaining Lessor's prior consent to such Transfer if the affiliate, in writing delivered to Lessor contemporaneously with the assignment, consents to all Lessee obligations under this Lease.

(b) Lessor will not, directly or indirectly, sell, assign, convey, mortgage, pledge, hypothecate, grant a security interest in, or otherwise transfer, encumber or suffer a lien upon or against any of the Equipment or Lessor's interest in this Lease without the written consent of the Lessee.

**13. EVENTS OF DEFAULT.** The term "Event of Default," whenever used herein, shall mean, at the option of Lessor, the occurrence of any of the following events:

(a) Lessee shall fail to make any payment of rent or any other payment required under this Lease within 15 business days after Lessor provides written notice by Lessor to Lessee of such failure; or

(b) Except for the specific defaults set forth in this Section 13, any other default hereunder occurs which is not cured (i) in the case of any default which can be cured by the payment of a sum of money, within 15 business days after written notice from Lessor to Lessee, or (ii) in the case of any other default, within 30 days after written notice from Lessor to Lessee; provided that if such default cannot reasonably be cured within such 30 day period and Lessee shall have commenced to cure such default within such 30 day period and thereafter diligently and expeditiously pursues the cure, such 30 day period shall be extended for so long as it shall require Lessee in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of 120 days; or

(c) Any Transfer (as defined in section 12(a)) shall be made by Lessee without Lessor's prior written consent where such consent is required, or by Lessor without Lessee's prior written consent where such consent is required; or

(d) Lessee shall default in the performance of any other obligation or agreement with Lessor for money borrowed or equipment leased, which continues following applicable notice and the expiration of applicable grace or cure periods, if any.

**14. REMEDIES.**

(a) Upon the occurrence of an Event of Default by Lessee, Lessor may, at its option, in addition to any and all other rights available to Lessor under applicable law, exercise any one or more of the following remedies, as Lessor, in its sole discretion, shall elect to terminate this Lease (but any such termination shall not relieve Lessee of liability for accrued rent, accelerated rent or any other damages for such breach). *lu*



(b) Lessee shall be liable for all costs, charges and expenses, including reasonable fees and expenses of legal counsel, incurred by Lessor by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto (including performance on lessee's behalf) or the collection of any amount owing by Lessee hereunder. Without limiting the foregoing, Lessee will pay to Lessor a fee equal to the greater of (i) Lessee's standard return check charge for insufficient or uncollected funds or (ii) the charge(s) incurred by Lessor as a result of such dishonored payment, if payment by Lessee is dishonored for insufficient funds. All sums so expended by Lender shall be deemed added to the amounts secured by this Lease. All amounts recovered by Lessor may be applied by Lessor to the payment of Lessee's obligations hereunder in such priority and proportions as Lessor, in its sole discretion, shall deem proper.

(c) No remedy referred to herein is intended to be exclusive, but each, except to the extent otherwise expressly provided herein, shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Upon any default by Lessor, the Lessee may exercise its purchase option described in Section 16 below at 75 percent of the stated price to do so.

15. **LATE CHARGES AND INTEREST.** Rent not paid in full within 10 days of its due date (without regard to any other grace period) shall be subject to a late charge in an amount equal to 1% per month of said delinquent payment. Such late charge shall be due and payable upon Lessor's demand therefor.

16. **OPTION TO PURCHASE EQUIPMENT.** Lessee shall have an option to purchase any or all of the Equipment ("Purchase Option"). The Purchase Option may be exercised one or more times only by giving Lessor written notice thereof (a) at any time after commencement of the Term and (b) no later than the expiration of the Term.

(i) If Lessee exercises its Purchase Option within 120 days after the commencement of the Term, the purchase price for the Equipment shall be equal to the fair market value of the Items being purchased, but not greater than \$22,300.00 per Item (with each Item including a HydroFLOW Unit and the associated surge protector).

(ii) If Lessee exercises its Purchase Option thereafter (but before the expiration of the Term), the purchase price for the Equipment shall be equal to the fair market value of the Items being purchased, but not greater than the amount calculated as follows: \$25,000.00 per Item minus the rent the Lessee has paid for that Item from the Effective Date.

## 17. MISCELLANEOUS.

(a) **Entire Agreement; Modification.** This Lease and each other document executed on the date of this Lease in connection therewith, supersede all prior discussions, representations and agreements (oral and written) by and between Lessor and Lessee with respect to the lease of the Equipment and constitute the sole and entire agreement between the parties. The terms of this Lease shall not be waived, modified, supplemented or terminated in any manner whatsoever, except by a written instrument signed by the party against whom enforcement thereof is sought and then only to the extent expressly set forth in such writing. Time is of the essence of this Lease.

(b) **Binding Effect.** The terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, executors, legal representatives, successors and

assigns, whether by voluntary action of the parties or by operation of law. The foregoing shall not be construed, however, to alter any provisions concerning a Transfer (as defined in section 12(a)). If Lessee consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Lessee under this Lease.

(c) **Non-Recourse.** No past, present or future stockholder, director, officer, employee, or incorporator of Lessor or Lessee shall have any liability for any obligation or liability of Lessor or Lessee, as the case may be, under this Lease.

(d) **Third Party Beneficiaries.** This Lease is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any Person other than the Parties hereto, and their respective successors and permitted assigns.

(e) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Texas, without reference to principles of conflict of laws or choice of laws.

(f) **Survival.** All indemnities, representations and warranties by Lessee contained in this Lease shall survive the expiration or other termination of this Lease.

(g) **Unenforceability.** If any provision of this Lease is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Lease that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and the remainder thereof will be construed to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly signed and sealed, all as of the day and year first above written, intending to be legally bound hereby.

LESSOR: APACHE ENERGY SERVICES  
LLC

LESSEE

HEAT WAVES WATER MANAGEMENT LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Rick D. Kasch, Manager

Address for Lessor:

Address for Lessee:

501 South Cherry Street, Suite 320  
Denver, Colorado 80246

*Rv*

**EQUIPMENT LEASE  
Second Lease Agreement**

**THIS EQUIPMENT LEASE** ("Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between HII Technologies, Inc., a Texas Corporation ("Lessor", which entity will be changing its name shortly after the date hereof) and HEAT WAVES WATER MANAGEMENT LLC, a Colorado limited liability company ("Lessee"). LESSOR and LESSEE hereby agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, pursuant to the terms and conditions set forth in this Lease, three (3) twelve-inch HydroFLOW Units, four (4) fourteen-inch HydroFLOW Units and in each case the associated surge protector, together with all replacement parts, repairs, maintenance records, warranties, additions and accessories now or hereafter incorporated therein or affixed thereto (collectively, "Equipment" and each HydroFLOW Unit and the associated surge protector individually an "Item" or (respectively) a "12-inch Item" or a "14-inch Item," in each case with the associated surge protector).
2. **EFFECTIVE AGREEMENT AND TERM.** This Lease shall be effective as of the date that the Lessor delivers to the Lessee the last of the Items being leased hereunder (the "Effective Date") and shall continue for 24 months thereafter, or as otherwise terminated as provided herein (the "Term"). The Lessee may cancel this lease upon written notice to the Lessor if the Effective Date has not occurred by February 1, 2016.
3. **NET LEASE; NON-CANCELABLE LEASE.** This Lease is a net lease, it being intended that all costs, expenses, liabilities, and personal property and use taxes associated with the Equipment and Lessee's lease and use thereof shall be the sole responsibility of Lessee. Lessee will pay rent and all other amounts payable hereunder by Lessee to Lessor in all events, without notice, setoff, counterclaim, deduction, defense or abatement. Lessee may only cancel this Lease as to any Item upon thirty (30) days' written notice to Lessor delivered within the first month after the Effective Date, which notice states that the Equipment does not function in accordance with manufacturer's specifications.
4. **RENT.** Lessee shall pay to Lessor rent for the Equipment leased hereby in the amount of \$800.00 per month per twelve-inch HydroFLOW Unit and associated surge protector leased hereunder and \$927.00 per month per fourteen-inch HydroFLOW Unit and associated surge protector leased hereunder, commencing as of the Effective Date hereof, payable thereafter on the first day of each month throughout the term of this Lease.
5. **OWNERSHIP; PERSONAL PROPERTY; IDENTIFICATION.** The Equipment shall at all times be and remain personal property. Lessee shall have no right, title or interest in the Equipment other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Lease, the right to possess and use the Equipment for the full lease term and the right to purchase the Equipment in accordance herewith.  
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6. **LOCATION.** Lessee may use the Equipment in such locations and in such states as the business of the Lessee requires within the United States and on dry land and above the mean high tide mark on coastal land. The Items may only be taken to sea with the written permission of Lessor and Lessor has the absolute right to refuse to grant that permission. Other than as may be necessary for repairs or maintenance, Lessee will not part with possession or control of the Equipment without Lessor's prior written consent. *rh*

Exhibit E

7. **USE; MAINTENANCE; ALTERATIONS.** Lessee will use the Equipment only for the normal and customary use for which such Equipment is intended and only so as to subject it to ordinary wear and tear. Lessee, at its sole expense, will comply with all applicable laws or other governmental regulations, as well as the requirements of any applicable insurer, in any manner relating to the possession, use or maintenance of the Equipment. Lessee, at its sole expense, will repair and maintain each Item so as to keep it in as good condition as when delivered to Lessee hereunder, ordinary wear and tear excepted.

8. **LESSOR WARRANTY.** Lessor warrants to Lessee that it has full right, title and interest in the Equipment and that no person has or claims any lien or encumbrance thereon, and that no amounts are due with respect to the Equipment that would prevent the Lessee from enjoying free use of the Equipment under this Lease and upon exercise of the Purchase Option described below. Lessor further represents that the Equipment is in operable condition and Lessor has no basis for believing that the Equipment will not operate in accordance with manufacturer's expectations in normal oilfield operating conditions when used as directed by the Manufacturer.

9. **LIENS; TAXES; INDEMNITY.** Lessee shall keep the Equipment free and clear of all liens and claims of others and promptly pay and discharge any mechanic's liens or other encumbrances or claims of any party which may be filed or recorded against any of the Equipment within 30 days after it receives notice thereof, from Lessor or otherwise. Lessee further agrees to pay promptly when due, and to indemnify and hold Lessor harmless, on an after-tax basis, from and against, all license fees, registration fees, assessments, taxes, and all other charges or withholding of any nature (together with any penalties, fines or interest thereon), now or hereafter imposed against Lessor, Lessee or the Equipment and attributable to the period of this Lease or upon the return of the Equipment to Lessor, by any government or taxing authority upon or with respect to the Equipment or upon the ordering, purchase, ownership, delivery, lease, possession, use, operation, shipping, storage, return, transport, sale or other disposition of the Equipment, or upon the rents, receipts or earnings arising therefrom or with respect to this Lease (other than taxes based on or measured by the net income of Lessor). The indemnities payable under this section shall be payable on demand by Lessor. Lessee agrees to timely file (or prepare and deliver to Lessor timely for review and filing if Lessee is prohibited by law from filing) on behalf of Lessor, all required tax returns and reports required by governmental agencies and, upon request of Lessor, to furnish to Lessor copies thereof as well as evidence of any payment or other compliance obligation under this section.

10. **GENERAL INDEMNITY.** Lessee agrees to indemnify, defend (at Lessor's option and with counsel approved by Lessor) and hold harmless Lessor, on an after-tax basis, against and from all losses, liabilities, damages, injuries to property or persons (including death), claims (including claims based on strict liability, negligence or other tort), demands and expenses (including reasonable fees and expenses for legal counsel), of any kind or nature (collectively, "Claims") imposed on, incurred by or asserted against Lessor in any way relating to or arising out of (a) the execution, delivery or performance of this Lease or any purchase agreement for the Equipment entered by Lessor, or (b) the manufacture, selection, purchase, transportation, delivery, rejection, installation, possession, use, condition, maintenance, repair, design, operation, ownership or return of the Equipment; provided, however, that this indemnity shall not extend to Claims caused solely by the willful misconduct or gross negligence of Lessor.

11. **INSURANCE; CASUALTY LOSS.** From and after the effective date of this Lease, Lessee shall obtain and maintain on the Equipment, at its own expense, all-risk casualty and liability insurance in such amounts, against such risks (including theft and vandalism) (which insurance may be Lessee's general casualty and liability insurance), in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of property damage insurance at any particular time shall not be less than the full replacement value of the Equipment and shall not require co-insurance. Lessee shall bear all risk of any destruction, in whole or in part, by fire or other casualty ("Casualty Loss") to the Equipment,

and except as provided in this section, Lessee shall not be released from its obligations hereunder in the event of any Casualty Loss. Lessee shall promptly and fully inform Lessor of any Casualty Loss with respect to any Item, and within 30 days of such Casualty Loss, Lessee shall either (a) place each Item affected by the Casualty Loss in good condition and repair in accordance with the terms hereof; (b) replace each Item affected by the Casualty Loss with another item of the same type and quality, having a value and utility at least equal to, and being in as good operating condition as the Item being replaced was required to be by the terms of this Lease immediately prior to the Casualty Loss.

**12. NO TRANSFER, ASSIGNMENT OR SUBLEASE.**

(a) Lessee will not, directly or indirectly, (i) sell, assign, convey, mortgage, pledge, hypothecate, grant a security interest in, or otherwise transfer, encumber or suffer a lien upon or against any of the Equipment or Lessee's interest in this Lease, or (ii) sublet or grant licenses to use the Equipment or any part thereof (collectively, "Transfer") without obtaining Lessor's prior written consent. Notwithstanding the foregoing, Lessee may Transfer the Equipment to an affiliate without obtaining Lessor's prior consent to such Transfer if the affiliate, in writing delivered to Lessor contemporaneously with the assignment, consents to all Lessee obligations under this Lease.

(b) Lessor will not, directly or indirectly, sell, assign, convey, mortgage, pledge, hypothecate, grant a security interest in, or otherwise transfer, encumber or suffer a lien upon or against any of the Equipment or Lessor's interest in this Lease without the written consent of the Lessee.

**13. EVENTS OF DEFAULT.** The term "Event of Default," whenever used herein, shall mean, at the option of Lessor, the occurrence of any of the following events:

(a) Lessee shall fail to make any payment of rent or any other payment required under this Lease within 15 business days after Lessor provides written notice by Lessor to Lessee of such failure; or

(b) Except for the specific defaults set forth in this Section 13, any other default hereunder occurs which is not cured (i) in the case of any default which can be cured by the payment of a sum of money, within 15 business days after written notice from Lessor to Lessee, or (ii) in the case of any other default, within 30 days after written notice from Lessor to Lessee; provided that if such default cannot reasonably be cured within such 30 day period and Lessee shall have commenced to cure such default within such 30 day period and thereafter diligently and expeditiously pursues the cure, such 30 day period shall be extended for so long as it shall require Lessee in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of 120 days; or

(c) Any Transfer (as defined in section 12(a)) shall be made by Lessee without Lessor's prior written consent where such consent is required, or by Lessor without Lessee's prior written consent where such consent is required; or

(d) Lessee shall default in the performance of any other obligation or agreement with Lessor for money borrowed or equipment leased, which continues following applicable notice and the expiration of applicable grace or cure periods, if any.

**14. REMEDIES.**

(a) Upon the occurrence of an Event of Default by Lessee, Lessor may, at its option, in addition to any and all other rights available to Lessor under applicable law, exercise any one or more of the following remedies, as Lessor, in its sole discretion, shall elect to terminate this Lease (but any such



termination shall not relieve Lessee of liability for accrued rent, accelerated rent or any other damages for such breach).

(b) Lessee shall be liable for all costs, charges and expenses, including reasonable fees and expenses of legal counsel, incurred by Lessor by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto (including performance on lessee's behalf) or the collection of any amount owing by Lessee hereunder. Without limiting the foregoing, Lessee will pay to Lessor a fee equal to the greater of (i) Lessee's standard return check charge for insufficient or uncollected funds or (ii) the charge(s) incurred by Lessor as a result of such dishonored payment, if payment by Lessee is dishonored for insufficient funds. All sums so expended by Lender shall be deemed added to the amounts secured by this Lease. All amounts recovered by Lessor may be applied by Lessor to the payment of Lessee's obligations hereunder in such priority and proportions as Lessor, in its sole discretion, shall deem proper.

(c) No remedy referred to herein is intended to be exclusive, but each, except to the extent otherwise expressly provided herein, shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Upon any default by Lessor, the Lessee may exercise its purchase option described in Section 16 below at 75 percent of the stated price to do so.

15. **LATE CHARGES AND INTEREST.** Rent not paid in full within 10 days of its due date (without regard to any other grace period) shall be subject to a late charge in an amount equal to 1% per month of said delinquent payment. Such late charge shall be due and payable upon Lessor's demand therefor.

16. **OPTION TO PURCHASE EQUIPMENT.** Lessee shall have an option to purchase any or all of the Equipment ("Purchase Option"). The Purchase Option may be exercised one or more times only by giving Lessor written notice thereof (a) at any time after commencement of the Term and (b) no later than the expiration of the Term.

(i) If Lessee exercises its Purchase Option within 120 days after the commencement of the Term, the purchase price for the Equipment shall be equal to the fair market value of the Items being purchased, but not greater than \$20,200 per 12-inch Item or \$23,419 per 14-inch Item.

(ii) If Lessee exercises its Purchase Option thereafter (but before the expiration of the Term), the purchase price for the Equipment shall be equal to the fair market value of the Items being purchased, but not greater than the amount calculated as follows: (A) \$22,600 per 12-inch Item minus the rent the Lessee has paid for that 12-inch Item from the Effective Date, or (B) \$26,200 per 14-inch Item minus the rent the Lessee has paid for that 14-inch Item from the Effective Date.

## 17. MISCELLANEOUS.

(a) **Entire Agreement; Modification.** This Lease and each other document executed on the date of this Lease in connection therewith, supersede all prior discussions, representations and agreements (oral and written) by and between Lessor and Lessee with respect to the lease of the Equipment and constitute the sole and entire agreement between the parties. The terms of this Lease shall not be waived, modified, supplemented or terminated in any manner whatsoever, except by a written instrument signed by the party against whom enforcement thereof is sought and then only to the extent expressly set forth in such writing. Time is of the essence of this Lease. *RH*



(b) **Binding Effect.** The terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. The foregoing shall not be construed, however, to alter any provisions concerning a Transfer (as defined in section 12(a)). If Lessee consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Lessee under this Lease.

(c) **Non-Recourse.** No past, present or future stockholder, director, officer, employee, or incorporator of Lessor or Lessee shall have any liability for any obligation or liability of Lessor or Lessee, as the case may be, under this Lease.

(d) **Third Party Beneficiaries.** This Lease is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any Person other than the Parties hereto, and their respective successors and permitted assigns.

(e) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Texas, without reference to principles of conflict of laws or choice of laws.

(f) **Survival.** All indemnities, representations and warranties by Lessee contained in this Lease shall survive the expiration or other termination of this Lease.

(g) **Unenforceability.** If any provision of this Lease is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Lease that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and the remainder thereof will be construed to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly signed and sealed, all as of the day and year first above written, intending to be legally bound hereby.

LESSOR  
HII TECHNOLOGIES, INC.

LESSEE

HEAT WAVES WATER MANAGEMENT LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Rick D. Kasch, Manager

Address for Lessor:

Address for Lessee:

501 South Cherry Street, Suite 320  
Denver, Colorado 80246 *RR*

### Preferential Leasing Rights Assignment

This Agreement is made on the \_\_\_\_ day of December 2015 and is between (A) HII Technologies, Inc., ("Lessor") on the one hand and (B) Heat Waves Water Management, LLC ("Lessee"). In this Agreement, Lessor and Lessee are collectively referred to as the "Parties" (and each, a "Party").

Whereas, Lessee is being assigned a Sales Agreement dated June 16, 2014 by and between HydroFLOW Holdings U.S.A., LLC and Apache Energy Services LLC, as amended, modified or supplemented from time to time ("HydroFLOW Agreement").

Whereas, Lessee and Lessor are entering into various agreements by which Lessee is acquiring assets from Lessor, and the parties are entering into two leases of HydroFLOW units acquired by Lessor under the HydroFLOW Agreement.


Whereas, as additional consideration for this Agreement, Parties have entered into the Leases and Asset Purchase Agreement and each Party has paid or credited one dollar to the other for the options and rights granted herein, the sufficiency of said consideration is hereby accepted by both Parties.

Now, therefore, the Parties agree as follows:

- 1) **Term.** The term of this agreement is one year from the Effective Date of Closing as defined in the Asset Purchase Agreement between the Parties and may be renewed from time-to-time thereafter on mutual agreement of the parties so long as Lessor provides written notice of its desire to renew this Agreement no less than 60 days before end of first term and Lessee has 10 days after receipt of such notice to respond and advise Lessor in writing whether it agrees to renew this Agreement. Lessee's failure to timely respond shall be deemed Lessee's refusal to renew this Agreement.
- 2) **Acquisition.** Lessee is free to acquire on its own any HydroFLOW units under the assigned HydroFLOW Agreement. Lessee may also lease units it owns or leases to others.
- 3) **Other Sources.** Lessee is free to lease HydroFLOW units from any non-Lessor source whatsoever, subject to the Preferential Leasing Right of First Offer contained below.
- 4) **Preferential Leasing Right of First Offer.** Before execution (or the effective date if an oral lease) of a lease (or similar rental) for one or more HydroFLOW units, Lessee will present all of the proposed terms and any written memorialization of terms to Lessor. Lessor will have 15 days to either match those proposed terms or better them and submit a binding definitive leasing agreement to Lessee. If Lessor matches or betters the proposed lease and provides a binding definitive agreement before the expiration of 15 days, the Lessee will lease the units from Lessor under that agreement. If Lessor 1) waives this right, 2) does not provide a definitive leasing agreement within 15 days, 3) fails to provide identical or better terms then Lessee or 4) Lessee has a valid business

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reason for wanting to lease from the non-Party, then Lessee may lease under the proposed terms from the non-Party.

- 5) **Preferential Right to Lease.** If the Lessee wishes to lease HydroFLOW units from the Lessor and Lessor wishes to lease units to Lessee, then the terms of the lease will be the same or substantially similar to the terms of the First Lease Agreement and Second Lease Agreement between Lessee and Lessor, incorporated herein by reference.
- 6) **Follows Assignment.** This agreement binds any assignors or successors of either Party. For the term of this agreement, all future owners of the HydroFLOW Agreement must be notified of the existence of this agreement and be bound by it.
- 7) **Injunctive Relief Available.** Breach of this agreement is not ascertainable in monetary damages, so the parties agree that, in the event of a lease during the term which has not complied with the Preferential Leasing Rights of First Offer, that the other Party is entitled to injunctive relief.
- 8) **Entire Agreement; Modification.** This Agreement and each other document executed on the date of this Agreement in connection therewith, supersede all prior discussions, representations and agreements (oral and written) by and between Lessor and Lessee and constitutes the sole and entire agreement between the parties. The terms of this Agreement shall not be waived, modified, supplemented or terminated in any manner whatsoever, except by a written instrument signed by the party against whom enforcement thereof is sought and then only to the extent expressly set forth in such writing. Time is of the essence of this Agreement.
- 9) **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Lessee and Lessor and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. If Lessee consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Lessee under this Agreement.
- 10) **Non-Recourse.** No past, present or future stockholder, director, officer, employee, or incorporator of Lessor or Lessee shall have any liability for any obligation or liability of Lessor or Lessee, as the case may be, under this Agreement.
- 11) **Third Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any Person other than the Parties hereto, and their respective successors and permitted assigns.
- 12) **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Texas, without reference to principles of conflict of laws or choice of laws. 

**13) Unenforceability.** If any provision of this Agreement is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Lease that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and the remainder thereof will be construed to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and sealed, all as of the day and year first above written, intending to be legally bound hereby.

LESSOR

LESSEE

\_\_\_\_\_

HEAT WAVES WATER MANAGEMENT  
LLC

By:

By: \_\_\_\_\_

Name:

Rick D. Kasch, Manager

Title:

Address for Lessor:

Address for Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

501 South Cherry Street, Suite 320  
Denver, Colorado 80246

*RK*

## ASSIGNMENT OF NAMES and INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF NAMES and INTELLECTUAL PROPERTY ASSETS ("Assignment"), made and entered into as of December \_\_\_\_, 2015, is by and between Apache Energy Services LLC d/b/a AES Water Solutions, Aqua Handling of Texas, LLC d/b/a AquaTex, Sage Power Solutions, Inc. d/b/a Sage and Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer (collectively "Assignor") and Heat Waves Water Management, LLC, a Colorado limited liability company ("Assignee").

### RECITAL

A. Pursuant to that certain Asset Purchase Agreement, dated December \_\_\_\_, 2015, by and between Assignee as Purchaser and Assignor ("APA"), Assignor agreed to transfer and assign to Assignee all of Assignor's rights and privileges to use the names and Intellectual Property described herein

### AGREEMENT

NOW, THEREFORE, for and in consideration for the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Assignment of Names. Assignor hereby assigns, transfers, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, (including all of the good will associated with the names and marks listed below) as well as the right to collect for any infringements of such names and marks occurring after the date of this Assignment, to and under the following names:

- A. Apache Energy Services LLC
- B. AES Water Solutions
- C. Aqua Handling of Texas, LLC
- D. AquaTex
- E. Sage Power Solutions, Inc.
- F. Sage
- G. Hamilton Investment Group
- H. Hamilton Water Transfer

(collectively the "Names")

2. Assignment of Intellectual Property. Assignor hereby assigns, transfers, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, the following intellectual property or other proprietary rights owned or licensed by the Assignor of every kind including all Patents, Trademarks, Trademark Rights, Copyrights, Domain Names, Technology, Trade Secrets, Intellectual Property Licenses, brand and other logos, corporate photographs, websites, any toll-free phone numbers used in or related to providing support services to oil and gas exploration companies in the United States, including delivery of water to drilling sites for use in fracking operations and treatment thereof.

3. Continued Use. Notwithstanding anything contained herein, Assignor may continue to use the Names or any of them for purposes of litigation, legal proceedings, or collections during a period of not longer than 24 months after the Closing Date.

4. Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of ~~Colorado~~ Texas

(b) The headings of the sections and paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

(c) Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

(d) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: Apache Energy Services LLC, a Texas limited liability company d/b/a AES Water Solutions, Apache Energy Services LLC d/b/a AES Water Solutions, Aqua Handling of Texas, LLC d/b/a AquaTex, Sage Power Solutions, Inc. d/b/a Sage and Hamilton Investment Group, Inc. d/b/a Hamilton Water Transfer

By: \_\_\_\_\_  
Loretta Cross, CRO for each of the  
above named entities

ASSIGNEE: HEAT WAVES WATER MANAGEMENT, LLC, a Colorado limited liability company.

By: \_\_\_\_\_  
Rick Kasch - Manager

*RR*





44 Union Blvd, Suite 103, Lakewood, CO 80228  
303-986-4848 Phone 303-986-4761 FAX  
www.bankersescrow.com

### **SPECIAL ESCROW AGREEMENT - DOCUMENT/FUNDS**

Special Escrow No.:

Date: \_\_\_\_\_, \_\_, 201\_ (Closing Date)

The undersigned hereby deposits with Bankers Escrow Corporation, as Escrow Agent, the items set forth in Schedule "A" to be held by Escrow Agent subject to the terms and conditions set forth in Schedule "B" and in the General Provisions attached hereto and made a part hereof.

#### **GENERAL PROVISIONS**

1. The instructions may be supplemented, amended, or revoked by writing only, signed by all of the parties hereto and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident thereto.
2. No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Escrow shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident thereto shall have been paid and then only upon the Escrow Agent's assent thereto in writing.
3. Any notice required or desired to be given by the Escrow Agent to any party to this Escrow may be given by mailing the same addressed to such party at the address given below the signature of such party or the most recent address of such party shown on the records of the Escrow Agent, and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.
4. The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the due date of such payment and prior to the receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment.
5. The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own judgment, and any act done or omitted by it pursuant to the advice of its own attorney shall be conclusive evidence of such good faith.
6. The Escrow Agent is hereby expressly authorized to disregard any and all notices or warnings given by any of the parties except as specified per Schedule A & B attached, or by any other person, firm, or corporation, excepting only orders or process of court, and is hereby expressly authorized to comply with and obey any and all process, orders, judgments or decrees of any court, and in case the Escrow Agent obeys or complies with any such

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Exhibit 2.2(a)

order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such process, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated, or found to have been issued or entered without jurisdiction.

7. In consideration of the acceptance of this escrow by the Escrow Agent, the undersigned agree, jointly and severally, for themselves, their heirs, legal representatives, successors and assigns, to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability by it incurred to any other person, firm or corporation by reason of its having accepted the same, or its carrying out any of the terms thereof, and to reimburse it for all its reasonable expenses, including among other things, counsel fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and payment of its charges and expenses, hereby expressly authorizing the Escrow Agent, in the Event payment is not received promptly from the undersigned, to deduct such charges and expenses, without previous notice, from any funds deposited hereunder. Escrow fees or charges, as distinguished from other expenses hereunder, shall be charged and paid as written above the Escrow Agent's signature at the time of the acceptance hereof.
8. The Escrow Agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or papers or payments deposited or called for hereunder.
9. In the event of any dispute between the parties hereto as to the facts of default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:
  - (a) That it shall be under no obligation to act, except by process or order of the court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such court order or indemnification;
  - (b) That it may in its sole and absolute discretion, deposit the property described herein or so much thereof as remains in its hands with the Clerk of Jefferson County District Court, State of Colorado and interplead the parties hereto, and upon so depositing such property and filing its complaint in interpleader it shall be relieved of all liability under the terms hereof as to the property so deposited, and furthermore, the parties hereto for themselves, their heirs, legal representatives, successors and assigns do hereby submit themselves to the jurisdiction of said court. The institution of any such interpleader action shall not impair the rights of the Escrow Agent under paragraph number 7 above.
10. If the subject matter of this escrow consists in whole or in part of funds, the same shall not be commingled by the Escrow Agent with its own funds. The Escrow Agent will not be required to deposit the same in an interest bearing or income producing account.
11. The Escrow Agent or the Parties to the Escrow retains the right to terminate this Agreement at any time, without liability by informing the parties in writing of said



revocation, and by making appropriate arrangements to distribute any funds or documents held. If the deposits described in Schedule "A" hereunder are not withdrawn within sixty (60) days of said notice of termination, Escrow Agent shall mail such deposits certified mail, return receipt requested, to a new escrow holder or custodian selected by the Parties to the Escrow, and upon such mailing, Escrow Agent shall be relieved from all liability under this Agreement, and under law or equity, to the parties.

12. The provisions of these instructions shall be binding upon the legal representatives, heirs, successors and assigns of the parties hereto.
13. It is understood and agreed between the parties hereto that Escrow Agent has not done any title search on the subject property and therefore, Escrow Agent makes no representations whatsoever as to the status of title of subject property or the sufficiency of any of the documents deposited herein.
14. FAX or Electronic signatures shall be considered to be authentic in the absence of absolute knowledge to the contrary. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE HEREUNTO AFFIXED THEIR SIGNATURES AS OF THE DATE FIRST WRITTEN ABOVE.

**1<sup>st</sup> Party:** Heat Waves Water Management, LLC    Address:    501 S. Cherry Street, Suite 320  
Denver, CO 80246  
Phone: (303) 333-3678  
Email: rkasch@enservco.com

By: Rick Kasch- Manager

**2<sup>nd</sup> Party:** HII Technologies, Inc., Apache Energy Services LLC dba AES Water Solutions, Aqua Handling of Texas, LLC d/b/a AquaTex, Sage Power Solutions, Inc. d/b/a Sage and Hamilton Investment Group, Inc. dba Hamilton Water Transfer

Address:    Stout Risius Ross, Inc.  
Attn: Loretta Rose Cross  
815 Walker, Suite 1140  
Houston, Texas 77002  
Phone: (713) 302-5681  
Email: lcross@srr.com

By: Loretta Cross – Chief Restructuring  
Officer for each of the 2<sup>nd</sup> parties.

**ESCROW FEES TO BE PAID AS FOLLOWS:**

- (A) SET-UP FEE        \$ \_\_\_\_\_ to be paid 50% each by 1<sup>st</sup> and Second Parties.  
(B) ANNUAL FEE        \$ None  
(C) MISCELLANEOUS \$ actual courier/delivery/wire fee if incurred

**RECEIPT AND ACCEPTANCE ESCROW AGENT:**

**BANKERS ESCROW CORPORATION, A COLORADO CORPORATION**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
BANKERS ESCROW CORPORATION  
44 UNION BOULEVARD, SUITE 103  
LAKEWOOD, COLORADO 80228  
Phone 303-986-4848 / FAX 303-986-4761 *RK*

SPECIAL ESCROW AGREEMENT

SCHEDULES

SCHEDULE "A"

(Deposits)

Earnest Money Deposit in the amount of \$150,000 pursuant to Section 2.2 of that that Asset Purchase Agreement ("APA") between 1<sup>st</sup> Party and 2nd Party.

SCHEDULE "B"

(Disbursements)

To 2nd Party upon receipt of written certification that the Earnest Money Deposit should be disbursed to HII Technologies, Inc. based on section 2.2(a)(i) of the APA.

To 1st Party upon receipt of written certification that the Earnest Money Deposit should be disbursed to 1<sup>st</sup> Party based on section 2.2(a)(ii) of the APA.

If Escrow Holder receives conflicting instructions Escrow Holder shall take any action authorized under General Provision 9 above.

END OF SCHEDULES *rm*

**Schedule 7.12 Disclosures**

- Schedule 7.12(a) Trademarks and Trademark Rights- To be Provided at or Before Closing.
- Schedule 7.12(b) Copyrights - To be Provided at or Before Closing.
- Schedule 7.12(c) Domain Names - To be Provided at or Before Closing.
- Schedule 7.12(e) Non-Owed and/or Non-Maintained IP - To be Provided at or Before Closing.