

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

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| In re: APACHE ENERGY SERVICES, LLC Debtor | § § § § § | Chapter 11 Case No. 15-60069 (DRJ) |
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| In re: HII TECHNOLOGIES, INC. Debtor | § § § § § | Chapter 11 Case No. 15-60070 (DRJ) |
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| In re: AQUA HANDLING OF TEXAS, LLC Debtor | § § § § § | Chapter 11 Case No. 15-60071 (DRJ) |
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| In re: HAMILTON INVESTMENT GROUP Debtor | § § § § § | Chapter 11 Case No. 15-60072 (DRJ) |
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| In re: SAGE POWER SOLUTIONS, INC. f/k/a KMHVC, INC. Debtor | § § § § § | Chapter 11 Case No. 15-60073 (DRJ) (Joint Administration Requested) |

EMERGENCY APPLICATION TO EMPLOY AND RETAIN (I) STOUT RISIUS ROSS, INC. TO PROVIDE MANAGEMENT AND RESTRUCTURING SERVICES TO THE DEBTORS AND (II) LORETTA CROSS AS CHIEF RESTRUCTURING OFFICER

NOTICE UNDER BLR 9013(B) AND 9013(I)

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

NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED; YOU SHOULD FILE AN IMMEDIATE RESPONSE.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

THE DEBTORS HAVE REQUESTED THAT THIS MOTION BE CONSIDERED AT THE DEBTORS' FIRST DAY HEARINGS.

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

HII Technologies, Inc. ("HII") and its above-captioned affiliated debtors (collectively, the "Debtors"), file this Application to Employ and Retain (I) Stout Risius Ross, Inc. to Provide Management and Restructuring Services to the Debtors and (II) Loretta Cross as the Debtors' Chief Restructuring Officer (the "Application"), and in support thereof, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case in this District is proper pursuant to 28 U.S.C. §§ 1408. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. The statutory predicates for the relief sought herein are Sections 330, 363 and 1107(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a), 2016 and 5002.

3. Emergency relief is justified, notwithstanding Bankruptcy Rule 6003 because the Debtors pre-petition lenders have lost confidence in Debtors' management and require a CRO.

Loretta Cross is one of the two remaining representatives of the Debtors. She has been instrumental in negotiating and planning the Chapter 11 case and overseeing its asset sale or possible plan. The affidavit in support of emergency consideration has been filed contemporaneously.

FACTUAL BACKGROUND AND BASIS FOR EMERGENCY CONSIDERATION¹

4. Emergency consideration is necessary for the reasons stated in the First Day Affidavit. The Debtors need to have a CRO to work with the Lenders, investment bankers, professionals, and the Court. Ms. Cross has experience as a CRO. She was employed to provide pre-bankruptcy services and negotiated the DIP Facility for the Debtors. She needs to continue her work to realize the best result for creditors and strategic partners. If the Court does not authorize her to act for the Debtors on an emergency basis, the Debtors will suffer severe and irreparable harm as there will be no bankruptcy expert acting to prepare and sign schedules, negotiate with bankruptcy lenders, or take the other acts needed to preserve estate assets and obtain the best recovery for the estate.

5. HII is an oilfield services company with operations in Texas, Oklahoma, Ohio, and West Virginia focused on commercializing technologies and providing services in frac water management, safety services and portable power used by exploration and production companies in the United States. It is traded on the OTCQB under the Stock Symbol HIIT. It was formed as a “roll up” of smaller oilfield service companies under a single umbrella. In December 2014, the Debtors employed 103 persons and extensively used independent contractor crews in connection with field service work.

¹ A more complete background of the Debtors’ businesses and the events leading to the filing of this case is provided in the Affidavit of Loretta Cross in Support of First Day Motions, filed contemporaneously.

6. The Debtors' immediate objectives in commencing these chapter 11 cases are to minimize any loss in the value of their assets, preserve on-going business operations, and maximize creditor recoveries. To accomplish these ends, the Debtors intend to sell at auction substantially all of their assets. The auction should create a mechanism by which the free market values the assets and gives the greatest recovery for the estates.

7. On September 18, 2015 (the "Petition Date"), the Debtors filed a voluntary petition for relief under chapter 11, title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (the "Court"). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are operating their businesses and managing their property as Debtors-in-possession. No trustees or examiners have been appointed in this case.

RELIEF REQUESTED

8. By this Application, the Debtors requests authorization to employ and retain Stout Risius Ross, Inc. ("SRR") to provide management and restructuring services to the Debtors, and also to employ and retain Loretta Cross ("Ms. Cross"), a Managing Director of SRR, as the Debtors' Chief Restructuring Officer ("CRO"), effective as of the Petition Date. The terms and conditions of engagement (most particularly those pertaining to reporting requirements of the CRO and the financial compensation for SRR's services) are set forth generally in the Engagement Letter, which is attached hereto as **Exhibit A**.

9. Under the Engagement Letter, SRR is paid weekly, but SRR will file with the Court and provide notice to the United States Trustee and all official committees, reports of compensation earned and expenses incurred on at least a quarterly basis. Such reports shall summarize the services provided, identify the compensation earned by each executive officer and

staff employee provided, and itemize the expenses incurred. The notice shall provide a 14 day time period for objections. All compensation paid remains subject to review by the Court in the event an objection is timely filed (*i.e.*, a “negative notice” procedure).

10. Moreover, to encourage Ms. Cross and SRR to undertake this action, and in accordance with the indemnification provisions in the Engagement letter, SRR and Ms. Cross shall not have or incur any Claim by any party (or any of its agents, employees, representatives, current or former members, financial advisors, attorneys or affiliates) or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the management and restructuring services provided, or to be provided, except for claims arising from their willful misconduct or fraud (which claims shall not exceed the fees SRR receives for the portion of the work giving rise to such liability); and, it is further

11. Additionally, the Debtors respectfully request entry of an order pursuant to Sections 363 and 327 of the Bankruptcy Code employing and retaining SRR and/or Ms. Cross are to provide management and restructuring services to the Debtors.

SERVICES TO BE RENDERED

12. The Debtors anticipate that SRR and Ms. Cross may render the following management and restructuring services in this case (in addition to the ordinary course duties of a CRO to be rendered by Ms. Cross):

- Manage the day-to-day operation of the Debtors.
- Manage the Debtors’ financial and treasury functions.
- Assist the Debtors in (i) cash management, planning, general accounting and financial reporting information management, and (ii) formulation and negotiation with respect to a plan of liquidation or reorganization.
- Assist with the preparation of the statement of financial affairs, schedules and other regular reports required by the Bankruptcy Court or which are customarily issued by the Debtors’ Chief Financial Officer as well as

providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within SRR's areas of expertise.

- Assist with financing issues during the bankruptcy case.
- Lead negotiations with stakeholders and their representatives.
- Coordinate and provide support for the bankruptcy cases and developing a plan of reorganization or other appropriate case resolution, if necessary.
- Assist in negotiations with potential acquirers of the Debtors' assets.
- Manage the "working group" professionals who are assisting the Debtors in the reorganization process to improve coordination of their effort and individual work product to be consistent with the Debtors' overall restructuring goals.
- Work with the Debtors and management to further identify and implement both short-term and long-term liquidity generating initiatives, including collection of existing accounts receivable and sale of assets.
- Management of the claims and claims reconciliation processes.
- Assist with such other matters as may be requested by the board of directors or necessitated by the bankruptcy process that fall within SRR's expertise and that are mutually agreed upon.

13. The services to be provided by SRR and Ms. Cross will not be duplicative of those provided by any other advisors to the Debtors, and SRR and Ms. Cross will coordinate any services performed at the Debtors' request with the services of any other financial advisors and counsel, as appropriate, to avoid duplication of effort.

QUALIFICATIONS

14. The Debtors have selected SRR and Ms. Cross as their management and restructuring advisor and CRO, respectively, because of their diverse experience and extensive knowledge in the fields of turnarounds, accounting and bankruptcy.

15. Preceding the Petition Date, the Debtors employed SRR as financial advisor from June 30, 2015 until the Petition Date. During that time, Ms. Cross was one of several SRR personnel assisting the Debtors in this role. By virtue of their prior engagement, SRR and Ms. Cross are familiar with financial information and other data maintained by the Debtors and are

qualified to continue to provide financial and restructuring advisory services to the Debtors. As such, retaining SRR and Ms. Cross is an efficient and cost effective manner in which the Debtors may obtain the requisite services.

16. The Debtors needs assistance in collecting, analyzing and presenting accounting, financial and other information in relation to this chapter 11 case. SRR has considerable experience with rendering such services to other debtors and parties in numerous chapter 11 cases. As such, SRR is well qualified to perform the work required in this case.

DISINTERESTEDNESS

17. SRR and Ms. Cross's employment is necessary and in the best interest of the Debtors and their estates. SRR and Ms. Cross meet the standards for being retained, for the following reasons.

18. To the best of the Debtors' knowledge and based upon the Affidavit of Loretta Cross (the "Cross Affidavit") (attached hereto as **Exhibit B**), SRR and Ms. Cross are "disinterested persons" as that term is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code.

19. To the best of the Debtors' knowledge and based upon the Cross Affidavit:

- (a) SRR and Ms. Cross's connections with the creditors, board of directors, any other party in interest, or their respective attorneys are disclosed in the Cross Affidavit or otherwise described therein;
- (b) SRR and Ms. Cross are not creditors, equity security holders, or insiders of the Debtors;
- (c) except for the position of Ms. Cross as CRO (created for her to perform her tasks as a contractor), SRR and Ms. Cross are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- (d) SRR partners and personnel who will work on this matter (including Ms. Cross) are not relatives of the United States Trustee of the Southern District of Texas, or of any known employee in the office thereof, or any

United States Bankruptcy Judge of the Southern District of Texas. Ms. Cross's current and former position as CRO is and was an outside officer position designed to facilitate reorganization.

Thus, SRR and Ms. Cross are "disinterested persons" as that phrase is defined in Bankruptcy Code §§ 101(14) and 1107(b).

20. To the best of the Debtors' knowledge and based on the Cross Affidavit, SRR and Ms. Cross have not provided, and will not provide, any services to any of the creditors, other parties-in-interest, or their respective attorneys and advisors, with regard to any matter related to these chapter 11 cases.

PROFESSIONAL COMPENSATION

21. SRR will file with the Court, and provide notice to the United States Trustee and any official committees, reports of compensation earned and expenses incurred on at least a quarterly basis. Such reports shall summarize the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. The notice shall provide a time period for objections. All compensation shall be subject to review by the Court in the event an objection is filed (*i.e.*, a "negative notice" procedure).

22. In connection with the retention of SRR for financial and restructuring advisory services in regard to restructuring matters SRR received a retainer of \$25,000.

23. Within the ninety (90) days prior to the Petition Date, SRR was paid approximately \$177,00 for financial advisory and other services rendered during that same time period, excluding the retainer.

NUNC PRO TUNC RELIEF REQUESTED

24. Pursuant to the Debtors' request and due to exigent circumstances, SRR commenced this engagement immediately upon the Petition Date and with assurances that the Debtors would seek approval of its employment *nunc pro tunc* to the Petition Date.

25. Based upon the foregoing circumstances, the Debtors submit that cause exists to authorize the retention of SRR and Ms. Cross *nunc pro tunc* to the Petition Date.

26. The employment of SRR and Ms. Cross should be approved effective as of the Petition Date, with SRR having the right to seek compensation for services rendered on and after that date at the rates referenced in the Cross Affidavit.

NOTICE

27. Notice of this Motion will be provided by overnight delivery and/or e-mail or facsimile to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) all known or alleged secured creditors; (c) the 20 largest consolidated unsecured creditors of the Debtors; (d) the DIP Lender(s); (e) all known shareholders holding over 5% of a class of equity interests in any of the Debtors; (f) the Securities and Exchange Commission; and (g) the Internal Revenue Service. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, PREMISES CONSIDERED, the Debtors respectfully request the Court enter an order, substantially in the form attached hereto, (i) granting this Application, (ii) authorizing the Debtors to employ and retain SRR to provide management and restructuring services to the Debtors and Ms. Cross as the Debtors' CRO, effective as of the Petition Date, to perform the services set forth herein, with compensation to be paid as an

administrative expense in such amounts as this Court may order under the Bankruptcy Code, and
(iii) granting such other and further relief as is just and proper.

Dated: September 18, 2015.

McKool SMITH, P.C.

By: /s/ Hugh M. Ray, III
Hugh M. Ray, III
State Bar No. 24004246
Christopher D. Johnson
State Bar No. 24012913
Benjamin W. Hugon
State Bar No. 24078702
600 Travis, Suite 7000
Houston, Texas 77002
Tel: 713-485-7300
Fax: 713-485-7344

Proposed Counsel for the Debtors-in-Possession



July 30, 2015

PRIVILEGED AND CONFIDENTIAL

Matthew C. Flemming
HII Technologies, Inc.
8588 Katy Freeway
Suite 430
Houston, Texas 77024

RE: HII Technologies appointment of a Chief Restructuring Officer

Dear Mr. Fleming:

Thank you for selecting Stout Risius Ross, Inc. (“SRR” or the “Manager”) to provide financial advisory services to HII Technologies (“HII” or the “Company”) in connection with a restructuring of the Company (the “Engagement”). This letter shall confirm our understanding of our agreement (the “Engagement Letter”).

Objectives and Scope

We understand the engagement objectives and scope to consist of the following.

We will provide SRR professionals to serve as executive management and additional staff in our discretion to assist with your restructuring efforts. Upon the execution of this Engagement Letter, Loretta Cross will be appointed or elected as your Chief Restructuring Officer (the “CRO”). Such appointment or election will be approved by the Company’s Board of Directors (the “Board”). The CRO will report to and be subject to the direct supervision of the Board, and will work collaboratively with the officers of the Company and legal counsel to guide the Company through the restructuring process. Given our understanding of the scope of the work, we anticipate that additional staff will provide support as necessitated by the scope of the restructuring efforts.

SRR (based on recommendations from the CRO) will assign additional personnel of the Manager (“Additional Staff”), on an as-needed basis, to act in various capacities to carry out other services required of the Company, and may assign, subject to the prior approval of the Board, other of its employees to perform other services required of the Manager hereunder. To the extent additional resources are required to carry out the Manager’s services, this Engagement Letter may be amended by the Manager and the Company, as appropriate.

The CRO shall assist the Board in restructuring and recapitalizing the Company. The CRO shall be authorized to take action with respect to the restructuring and recapitalization of the Company. These actions may include decisions relating to all aspects of the management and operation of the Company’s business, including, without limitation, organization and human resources, marketing and sales, logistics, finance and administration and such other areas as the CRO may identify, in such manner as she deems necessary or appropriate in her sole discretion consistent with the business judgment rule, subject to appropriate oversight by the Board in accordance with the Company’s Bylaws and the Company’s certificate of incorporation and applicable state law, and subject to the provisos at the end of the following sentence. In addition, the CRO shall, subject to the oversight of the Board and subject to the Company’s certificate of incorporation and Bylaws, be given the authority to take whatever actions the CRO deems necessary, including, without limitation, the authority to:

- a) manage the day-to-day operation and business of the Company and its subsidiaries;
- b) hire and terminate professionals;



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- c) borrow money and grant security interests on the assets of the Company;
- d) file for bankruptcy protection;
- e) sell all or part of the assets of the Company, terminate the Company's operations, and liquidate, surrender and/or abandon the Company's assets;
- f) supervise the banking relationships, cash management and budgeting process of the Company and act as a signatory to all bank accounts;
- g) supervise the management and employees of the Company;
- h) hire and terminate personnel of the Company;
- i) develop and implement restructuring plans, including plans contemplating restructuring of debts, sales of assets, divestitures, liquidations or other dispositions of assets, of the Company;
- j) formulate all strategic direction and alternatives of the Company;
- k) perform all such duties and have all such responsibilities and obligations as the Chief Executive Officer of the Company, and have all such other authority normally associated with the title of Chief Executive Officer; and
- l) perform such other functions as are consistent with the title of Chief Executive Officer as directed by the Company from time to time; provided, however, the CRO shall be required to obtain the prior consent of the Board for all major events, a sale of all or substantially all of the assets of the Company, recapitalization of the Company, refinancing of the obligations evidenced by the Company's promissory notes, a transaction that would result in a change of control of the equity of the Company or a merger or acquisition transaction; or the filing of a petition for the Company under the U.S. Bankruptcy Code.

In undertaking to provide the services set forth above, the Manager and CRO do not guarantee or otherwise provide any assurances that they will succeed in restoring the Company's operational and financial health and stability, and the Company's obligation to provide the compensation specified under herein shall not be conditioned upon any particular results being obtained by the Manager or CRO.

In view of the Company's present circumstances, the Company acknowledges that the CRO and the Manager's other professionals may be required to make decisions with respect to extraordinary measures quickly and that the depth of their analysis of the information on which their decisions will be based may be limited in some respects due to the availability of information, time constraints and other factors. Moreover, the CRO and the Manager's Additional Staff shall be entitled, in performing their duties on behalf of the Manager, to rely on information disclosed or supplied to them without verification or warranty of accuracy or validity, consistent with the Other Services below.

The CRO and the Manager's Additional Staff will endeavor to keep the Board apprised of their findings, plans and activities. The Company understands that the CRO and the Manager's Additional Staff may need to communicate with the Company's lenders and their respective professionals as to the status of operations and the plans for the Company.

Services performed for the Company pursuant to this Engagement will be performed in a manner consistent with a reasonable level of care and skill exercised by other professional consultants engaged in the same profession and working under similar circumstances.

The scope of our services may be expanded from time to time, provided that we and you mutually agree in writing to any such expansion and any corresponding increase in fees.

Other Services

In addition to the customary duties of the CRO, which are generally described above, the Additional Staff roles will include working with the Company to provide such assistance as you and your counsel require



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to stabilize, restructure, and turnaround the Company's business, operations, and financial position. The support work the Additional Staff will provide is expected to include, but not be limited to the following:

- a) Litigation support
- b) Assistance in establishing operations and financial controls and maintaining financial and cash flow forecasting;
- c) Assistance with the identification and marshalling of the Company's assets and records, including local cash and investment accounts;
- d) Assistance with inventory and addressing transactions in progress;
- e) Valuation services; and
- f) Assistance with maintaining listings of creditors and claims, reconciling such items, and resolving related disputes.

We will not audit any financial statements or perform attest procedures (as those procedures are generally construed by certified public accountants) with respect to information in conjunction with this Engagement. Our services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

We will be responsible for the overall management, hiring, and compensation of the Additional Staff, and the Additional Staff will not be considered your employees with respect to benefits and other employment matters. Neither SRR nor the Additional Staff will be entitled to receive from the Company any vacation pay, sick leave, retirement, pension, social security benefits, workers' compensation, disability, unemployment insurance benefits, health or life insurance, or any other employee benefits. SRR will be responsible for all employment, withholding, and income taxes incurred in connection with the operation of our business.

Your Responsibilities

To help maximize the value of our work and to keep the project on schedule, you agree to satisfy our reasonable requests and to provide us timely access to all information and locations reasonably necessary to the performance of our services.

The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions and information provided to us, and (iii) timely decisions and required approvals by you and/or your representatives.

You agree that within five business days after your signing of this Engagement letter, Loretta Cross will be appointed by the Company to be the Company's Chief Restructuring Officer. A copy of the applicable corporate Board resolution approving such appointment will promptly be provided to us. SRR and the CRO will not initiate the engagement until a copy of the resolution is provided. This officer(s) will receive the most favorable indemnities provided by the Company to its officers and directors or members, whether under the Company's by-laws, certificate of incorporation, by contract or otherwise. This indemnification is in addition to the indemnification afforded to us under the attached Professional Terms.

Further, you agree to include and cover the CRO under the Company's directors' and officers' liability insurance ("D&O Insurance"), which coverage shall have: (a) limits of liability of at least \$2 million, (b) a self-insured retention of no more than \$200,000, and (c) no reservation based on actions that have been or are expected to be filed against officers and directors alleging prior acts that may give rise to a claim. SRR and the CRO will not initiate the engagement until a copy of the insurance policy is provided. If the Company is unable after making commercially reasonable efforts to specifically include and cover the CRO under the Company's D&O Insurance, then the Company shall notify us and we will attempt, with



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the Company's full cooperation and agreement, to purchase a separate D&O Insurance policy covering such SRR professionals only; the cost of such policy will be invoiced to the Company as an out-of-pocket expense. If you and we are unable to obtain mutually acceptable D&O Insurance coverage, then we may terminate this Engagement.

In the event that Additional Staff become officers of the Company, such individuals will be entitled to receive the same indemnification described above.

The Company acknowledges and agrees that the terms and conditions of its engagement of SRR are reasonable, that the services to be rendered by SRR are necessary, and that based upon the nature and extent of such services, the time to be spent by SRR on the engagement, and the cost of comparable services, all of the fees, compensation, reimbursement and indemnification payable hereunder are reasonable and necessary.

Fees and Expenses

In many engagements, our fees for the services described in this letter are based upon actual time and materials at standard rates, plus out-of-pocket expenses. Our current hourly rates are as follows, and may be subject to adjustment as our prevailing rates change from time to time:

| | |
|-------------------|---------------|
| Managing Director | \$400 - \$750 |
| Director | \$325 - \$500 |
| Manager | \$250 - \$450 |
| Senior Analyst | \$200 - \$325 |
| Analyst | \$175 - \$275 |
| Paraprofessional | \$125 |

Out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, research charges, copying, matter-related legal or professional fees, etc.) will be billed at the actual amounts incurred. Invoices for fees and out-of-pocket expenses are anticipated to be billed on a weekly basis. Our invoices are due upon presentation. Amounts remaining overdue for more than 30 days will be subject to a late charge of 1.5% per month from the date of invoice. We reserve the right to suspend services if invoices are not promptly paid, in which event we will not be responsible or liable for any resulting loss, damage or expense connected with such suspension.

Additionally, in the event we are required to respond to a subpoena (e.g., producing documents in our possession, providing testimony, cooperating with your legal counsel, etc.) related to this engagement (regardless of whether such subpoena is served during or subsequent to the completion of our work), we will invoice you at our standard hourly rates applicable at the time such services are rendered. We will also invoice you for our related out-of-pocket expenses, including, but not limited to, copying charges, courier fees, travel expenses and attorney fees.

Retainer

We will require a retainer of \$25,000 before we can commence work. The retainer may be applied to any invoice at our discretion or to our final invoice at the conclusion of the engagement. If the retainer is drawn against to satisfy or reduce an invoice, the retainer shall be promptly replenished by the Company. If at any point in our engagement the retainer balance reaches zero, we reserve the right to cease work until such time as the retainer balance has been replenished to its initial amount. We will notify you if the retainer balance is nearing zero so that you have sufficient time to replenish the retainer and keep the engagement moving on schedule. Any unused portion of the retainer will be promptly refunded to you at



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the end of our engagement. This retainer is not intended to be an estimate for the total cost of work to be performed. An invoice for the retainer is enclosed.

Wire Transfer

All payments required hereunder shall be paid by wire transfer unless otherwise permitted by us. Set forth below are our funds transfer instructions:

Stout Risius Ross, Inc.
Fifth Third Bank
Wire ABA Number 042000314
ACH ABA Number 072405455
Account Number 7911786619

Disclosures

We have represented, and will in the future represent, many different clients with various business interests in numerous industries. These clients are often referred to us by intermediaries such as lawyers, investment bankers, lenders and accountants ("Referral Sources"). In undertaking the Engagement, our objective is to provide services to you to the best of our ability, but without precluding us from representing other clients or from accepting referrals from or making referrals to Referral Sources. Since we want you to be comfortable with the retention of SRR in light of other client and Referral Sources relationships, we make the following disclosures, based on the information provided by you with an interest in the Engagement:

NONE

We agree to update the disclosure information from time to time if and when additional material parties with an interest in or a relationship with you are identified by you, in writing, to us.

As a specific condition to our undertaking the Engagement, you acknowledge the potential conflicts of interest inherent in the above disclosures and waive any conflict of interest or similar claim related to such disclosures.

Professional Terms

The attached Professional Terms apply to this engagement.

* * * * *

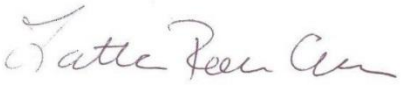


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Please indicate your agreement with the terms of this letter (including the Professional Terms), by signing and returning to me the enclosed copy of this letter. We appreciate the opportunity to be of service to you and look forward to working with you on this important project. Please note that this offer will terminate 60 days from the date of this letter, and shall be of no further force or effect unless expressly reinstated by us.

Very truly yours,

STOUT RISIUS ROSS, INC.

By: 

Loretta Cross
Managing Director

Attachments: Professional Terms

Acknowledged and Accepted:

HII Technologies, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____



STOUT RISIUS ROSS, INC. PROFESSIONAL TERMS

1. Our Services We will provide the services as described in our engagement letter, as may be modified from time to time by mutual consent.

2. Independent Contractor We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable employee withholdings.

3. Fees and Expenses Our fees, out-of-pocket expenses, and payment terms are set out in our engagement letter. Those fees do not include taxes. You will be responsible for and pay all applicable sales, use, excise, value added and other taxes associated with the provision or receipt of the services, excluding taxes on our income generally.

4. Confidentiality With respect to any information supplied in connection with this engagement and designated by any party as confidential, or which the other party(s) should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other party(s) agree to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) disclosed by a third party without restriction, (iv) independently developed, or (v) disclosed pursuant to legal requirement or order. Following the completion of our engagement, but not before such time, we may mention the name of the Company and/or use the Company logo, and provide a general description of the engagement in our printed or electronic materials, or in our marketing presentations to others.

5. Use of Financial & Other Information / GAAS In the course of the Engagement, we will use financial and other information, including prospective financial information, obtained from you, the Company, and/or your representatives, and other public and private sources. The scope of our work will not enable us to accept responsibility for the accuracy and completeness of such information, and it is understood

that we will have no duty of independent investigation or verification of such information. While our work may involve analysis of various records, our engagement does not include an examination in accordance with generally accepted auditing standards known as "GAAS." Furthermore, we will take no responsibility for the achievability of any expected, forecasted, projected, or hypothetical results anticipated or assumed by the management of the Company, whether relied upon by us or not.

6. Our Work Product and Your License Upon full payment of all amounts due us in connection with this engagement, the work product prepared by us for you in connection with our services will become your property, except as set forth below. Our work papers will not constitute work product and will remain our sole and exclusive property. We will retain sole and exclusive ownership of all right, title and interest in our proprietary information which will not constitute work product, including such information as existed prior to the delivery of our services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of services for you. To the extent our deliverables to you contain our proprietary information, we grant you a non-exclusive, non-assignable, royalty-free license to use the proprietary information provided by us in the work product and the subject of the engagement and for no other or further use without our express, prior written consent.

7. Our Warranty We warrant that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 60 days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and, if you and we agree that a non-conformance exists, we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

We are not to be characterized as an "expert" for purposes of securities law and we are not to be referred to, either by name or inference, in any public (e.g., S-1) or nonpublic security filing or private placement. (Any such disclosure document is defined



herein as a "Filing".) Moreover, we are not obligated to provide, nor will we provide, any consent to be named in any such Filing either during the performance of our services or after the conclusion of our engagement.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

8. Liability and Indemnification (a) You will indemnify us, our owners, employees, contractors and agents against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with any third party claim, relating to or arising as a result of the services or our engagement except to the extent caused by the gross negligent or willful acts or omissions of our employees, contractors or agents in performing the services.

(b) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

(c) Our total liability relating to this engagement will in no event exceed an amount equal to the fees we receive for the portion of the engagement giving rise to liability, and will not include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

(d) Any action against either of us by the other in connection with this engagement must be brought within 18 months after the cause of action arises.

9. Non-Solicitation During the term of this engagement, and for a period of one year following its expiration or termination, you will not actively solicit, employ or otherwise engage any of our employees (including former employees) who were involved directly in the engagement.

10. Termination (a) Any party may terminate our engagement at any time upon 10 days written notice.

(b) Stout Risius Ross, Inc. may suspend or terminate this engagement immediately and without notice in the event of non-payment of amounts due us.

(c) You will pay us for all services rendered,

expenses incurred or commitments made by us to the effective date of termination, and will reimburse us for all reasonable costs associated with any termination.

11. Our Financial Interest / Compensation None of our employees who will work on this engagement have any known financial interest in the Company or the outcome of our analysis, and our compensation is neither based upon nor contingent upon the conclusions we reach. We do not warrant or predict results or final developments in this matter.

12. Staffing While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

13. General (a) These Professional Terms, together with the engagement letter, including all its attachments, constitute the entire understanding and agreement between us with respect to the services and deliverables described in the engagement letter, supersede all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by all parties. If there is a conflict between these Professional Terms and the terms of the engagement letter, these Professional Terms will govern.

(b) No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) The terms of this agreement which by their nature are to survive this agreement will survive its expiration or termination.

(d) We will retain files related to this engagement in accordance with our document retention policy.

(e) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that none of the parties has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, none of the parties will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(f) All of our respective rights and duties and all controversies and claims in connection with this engagement will be determined in accordance with the laws of the State of Illinois. * * *

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

| | | |
|---|----------------------------|--|
| In re: APACHE ENERGY SERVICES, LLC Debtor | § § § § § | Chapter 11 Case No. 15-60069 (DRJ) |
| | | |
| In re: HII TECHNOLOGIES, INC. Debtor | § § § § § | Chapter 11 Case No. 15-60070 (DRJ) |
| | | |
| In re: AQUA HANDLING OF TEXAS, LLC Debtor | § § § § § | Chapter 11 Case No. 15-60071 (DRJ) |
| | | |
| In re: HAMILTON INVESTMENT GROUP Debtor | § § § § § | Chapter 11 Case No. 15-60072 (DRJ) |
| | | |
| In re: SAGE POWER SOLUTIONS, INC. f/k/a KMHVC, INC. Debtor | § § § § § § | Chapter 11 Case No. 15-60073 (DRJ) (Joint Administration Requested) |

**AFFIDAVIT OF LORETTA CROSS IN SUPPORT OF THE DEBTOR’S APPLICATION
TO EMPLOY AND RETAIN (I) STOUT RISIUS ROSS, INC. TO PROVIDE
MANAGEMENT AND RESTRUCTURING SERVICES TO THE DEBTOR AND (II)
LORETTA CROSS AS DEBTOR’S CHIEF RESTRUCTURING OFFICER**

STATE OF TEXAS §

COUNTY OF HARRIS §

I, LORETTA CROSS, being duly sworn, depose and say as follows:

1. My name is Loretta Cross, and I am a Managing Director and the leader of Stout Risius Ross, Inc. (“SRR”) Energy and Distressed Industry Practices focusing on turnaround management and restructuring advisory services.
2. I am duly authorized to make this affidavit (the “Affidavit”) on behalf of SRR and the Affidavit is submitted pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) in support of the Application to Employ and Retain (I) SRR Consulting LLC to Provide Management and Restructuring Services to the Debtors and (II) Loretta Cross as Debtors’ Chief Restructuring Officer (the “Application”) authorizing and approving the employment and retention of SRR as Financial Advisor and Chief Restructuring Officer (“CRO”) for the above-captioned Debtors (“Debtors”).
3. Unless otherwise stated in this Affidavit, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify thereto. Capitalized terms and phrases not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Qualification of Professionals

4. The Debtors selected SRR based on its experience and expertise in providing turnaround consulting and CRO services in chapter 11 cases throughout the country.
5. SRR has substantial expertise in advising troubled companies in connection with restructurings, reorganizations, asset sales and related issues, and SRR is particularly well suited to serve as the Debtors’ financial adviser and CRO in these chapter 11 cases. While at SRR (and previous firms) SRR’s professionals have developed extensive experience in turnarounds of complex business organizations and have been involved as

CRO and/or financial adviser to a diverse group of debtors, creditors, and various stakeholders in chapter 11 cases. For instance:

- a) I currently serve as the CRO of Luca International Group.
 - b) I have served as chapter 11 and chapter 7 trustees;
 - c) I have participated in 363 sales, including leading the asset sale process for certain assets of the debtors, including oil field equipment;
 - d) I have provided financial advisory services to public and private companies across multiple industries, including companies in the oil field services industry; and
 - e) I have played a key role in resolving stakeholder conflicts and brokering litigation settlements.
6. I will lead all of the day-to-day aspects of this assignment as CRO and call upon my team for discrete actions in the exercise of my duties. I have substantial experience in CRO issues, both inside and outside chapter 11. I have advised public and private companies, secured and unsecured creditors, equity owners, and various stakeholders in distressed situations.

Services to be Provided

7. SRR has entered into an engagement letter with the Debtors dated July 30, 2015 (the "Engagement Letter"), which is attached to the Application as **Exhibit A**. If approved by the Court, SRR will provide CRO and financial advisory services as requested by the Debtors and as described in the Engagement Letter, including the following:

- Fulfill daily operating responsibilities of the CRO, including managing faculty, staff, and the day-to-day operation of the Debtors.
- Manage the Debtors' financial and treasury functions.
- Assist the Debtors in (i) cash management, planning, general accounting and financial reporting information management, and (ii) formulation and negotiation with respect to a plan of liquidation or reorganization.
- Assist with the preparation of the statement of financial affairs, schedules and other regular reports required by the Bankruptcy Court or which are customarily issued by the Debtors' Chief Financial Officer as well as

providing assistance in such areas as testimony before the Bankruptcy Court on matters that are within SRR's areas of expertise.

- Assist with financing issues during the bankruptcy cases and in conjunction with any plan of reorganization.
- Lead negotiations with stakeholders and their representatives.
- Coordinate and provide support for the bankruptcy cases and developing a plan or other appropriate case resolution, if necessary.
- Assist in negotiations with potential operating partners or acquirers of the Debtors' assets.
- Manage the "working group" professionals who are assisting the Debtors in the reorganization process to improve coordination of their effort and individual work product to be consistent with the Debtors' overall restructuring goals.
- Work with the Debtors and senior management to further identify and implement both short-term and long-term liquidity generating initiatives, including collection of existing accounts receivable and sale of non-core assets.
- Management of the claims and claims reconciliation processes.
- Assist with such other matters as may be requested by the board of directors or necessitated by the bankruptcy process that fall within SRR's expertise and that are mutually agreed upon.

8. The Debtors have indicated the services SRR will provide to them are necessary to enable the Debtors to maximize the value of its estate for the benefit of creditors. The Debtors has also indicated it will coordinate with SRR and the Debtors' other retained professionals to ensure the foregoing services do not duplicate the services rendered by such other professionals.

Disinterestedness of Professionals

9. In preparing this Affidavit, I caused to be reviewed the names of significant parties in interest provided to SRR by the Debtors (collectively, the "Interested Parties"). The Interested Parties are comprised of the following categories of entities: (a) the Debtors and its affiliates, (b) the Debtors' secured lenders, (c) the Debtors' largest unsecured

creditors, (d) the Debtors' current professionals, and (d) other parties in interest reasonably ascertainable by SRR.

10. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, other than in connection with this chapter 11 case, neither I, nor SRR, nor any of its principals, employees, agents or affiliates, have any connection with the Debtors, its creditors or any other Interested Parties herein or their respective professionals, the Court or the United States Trustee, except as follows:

(a) We have either performed or proposed to perform services in situations unrelated to the Debtors for the following firms:

(1) McKool Smith, PC

(2) Arent Fox, LLP

(3) Sutherland Asbill

(4) Jackson Walker.

(b) SRR has not been employed by any entity other than the Debtors in matters related to these chapter 11 cases.

(c) SRR provides services in connection with numerous cases, proceedings and transactions unrelated to these chapter 11 cases. These unrelated matters involve numerous attorneys, financial advisors and creditors, some of which may be claimants or parties with actual or potential interests in these cases or may represent such parties.

(d) SRR's personnel may have business associations with certain creditors of the Debtors unrelated to these chapter 11 cases, for example, we are members of professional organizations based on turnarounds. In addition, in the ordinary course of business, SRR may engage counsel or other professionals in unrelated matters who now represent, or who may in the future represent, creditors or other interested parties in these cases.

11. The Debtors are an enterprise with numerous creditors, employees, and other relationships. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflict, including the efforts outlined above, SRR is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if SRR discovers any information that is contrary to or pertinent

to the statements made herein, SRR will disclose such information to the Court on notice to creditors and the Office of the United States Trustee promptly.” SRR does not advise, has not advised, and will not advise any entity, other than the Debtors, in matters related to these chapter 11 cases.

12. Insofar as I have been able to determine, SRR and the employees of SRR that will work on this engagement do not hold or represent any interest adverse to the Debtors or its estate. Accordingly, SRR believes that it is a “disinterested person,” as defined in Section 101(14) of the Bankruptcy Code in that SRR, its professionals and employees:
 - (a) are not creditors, members of the board of trustees, or insiders of the Debtors;
 - (b) except for my position as CRO (created for me to perform my tasks as a contractor), are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
 - (c) does not have an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.
13. I am not related or connected to and, to the best of my knowledge, no other professional of SRR who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the Southern District of Texas, any of the District Judges for the Southern District of Texas who handle bankruptcy cases, the United States Trustee for this region or any employee of the Office of the United States Trustee for this region.
14. If SRR discovers any additional information that requires disclosure, SRR will promptly file a supplemental affidavit with this Court.
15. Based on the foregoing, I submit that SRR is a “disinterested person,” as defined in Section 101(14) of the Bankruptcy Code and as required by Section 327(a) of the Bankruptcy Code.

Proposed Professional Compensation:

16. As more fully set forth in the Engagement Letter and subject to the provisions of Sections 327 of the Bankruptcy Code, as incorporated in Section 330(a), the Bankruptcy Rules and the Local Rules, the Debtors requests approval of compensation at the following hourly rates:
- (a) Loretta Cross: \$495
 - (b) Margaret Ceconi: \$395¹
 - (c) Others as needed at the following rates:
 - (1) Director: \$325-\$500
 - (2) Manager: \$250-\$450
 - (3) Senior Analyst: \$200-\$325
 - (4) Analyst: \$175-\$275
17. SRR has made every effort to minimize staffing resources and expects to continue to do so during the pendency of this case. SRR charges fees on an hourly basis which are at or below market. The fees and expense reimbursement provisions described above are consistent with normal and customary billing practices for cases of this size and complexity, which require the level and scope of services outlined.
18. I respectfully submit that the compensation described above, which is similar to compensation structures which have been authorized in other chapter 11 cases in which SRR and its competitors have rendered services, is reasonable in light of industry practice, market rates both in and out of chapter 11 proceedings, SRR's experience and the scope of work to be performed pursuant to SRR's retention.

¹ Ms. Ceconi has worked for SRR since February 2015 as an independent contractor. She is paid hourly for client work, marketing, and administrative matters. SRR bears all the risk of being paid by a client. Therefore, there is no fee sharing arrangement.

19. SRR intends to apply to the Court for allowance of compensation and reimbursement of expenses, as specified in the Engagement Letter, in accordance with all applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules and orders of this Court, and any subsequently entered Order regarding compensation and reimbursement of expenses for professionals in this matter.
20. No promises have been received by SRR or by any director or employee thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. SRR does not have any agreement with any other entity to share with such entity any compensation received by SRR in connection with these chapter 11 cases, except as permitted by Section 504 of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.


Loretta Cross, Managing Director, SRR

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

| | | |
|---|-----------------------|--|
| In re: APACHE ENERGY SERVICES, LLC Debtor | § § § § § | Chapter 11 Case No. 15-60069 (DRJ) |
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| In re: HAMILTON INVESTMENT GROUP Debtor | § § § § § | Chapter 11 Case No. 15-60072 (DRJ) |
| | | |
| In re: SAGE POWER SOLUTIONS, INC. f/k/a KMHVC, INC. Debtor | § § § § § | Chapter 11 Case No. 15-60073 (DRJ) (Joint Administration Requested) |

**ORDER APPROVING APPLICATION TO EMPLOY AND RETAIN (I)
STOUT RISIUS ROSS, INC. TO PROVIDE MANAGEMENT AND
RESTRUCTURING SERVICES TO THE DEBTORS AND (II)
LORETTA CROSS AS CHIEF RESTRUCTURING OFFICER**

Upon consideration of the Emergency Application to Employ and Retain (I) Stout Risius Ross, Inc. to Provide Management and Restructuring Services to the Debtors and (II) Loretta Cross as the Debtors’ Chief Restructuring Officer (the “Application”); and upon the affidavit (the “Cross Affidavit”) of Loretta Cross (“Ms. Cross”), a Managing Director at Stout Risius Ross, Inc. (“SRR”); and the Court being satisfied on the representations made in the Application and the Cross Affidavit that (i) SRR and Ms. Cross represent no interest adverse to the Debtors’

estates or their creditors with respect to the matters upon which they are to be engaged, (ii) SRR and Ms. Cross are “disinterested persons” as that term is defined under 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b); and (iii) that the employment of SRR to provide management and restructuring services to the Debtors and Ms. Cross as the Debtors’ Chief Restructuring Officer (“CRO”) is necessary and is in the best interests of the Debtors’ estates; the Court also finds that:

Based on the evidence submitted, the 21-day waiting period under Fed. R. Bank. P. 6003 should be waived because the Debtors would suffer immediate, severe and irreparable harm if the Court does not authorize a CRO immediately. To not appoint the CRO immediately would result in waste of the Debtors’ assets and loss of value and potentially the entire case. Therefore, it is hereby

ORDERED that the Application is granted as provided herein; and, it is further

ORDERED that, in accordance with 11 U.S.C. § 363, the Debtors are authorized and empowered to employ and retain SRR to provide crisis management services to the Debtors and to employ and retain Ms. Cross as their CRO on the terms set out in the Application and this Order, *nunc pro tunc* to the Petition Date, and such retention is hereby approved; and, it is further

ORDERED that, other than the timing of the payment of fees for the services rendered by Ms. Cross as CRO, SRR shall be compensated in accordance with the terms described in the engagement letter entered into between the Debtors and SRR dated July 30, 2015 (the “Engagement Letter”); and, it is further

ORDERED that SRR will be paid as provided for under the Engagement Letter (weekly) and file with the Court and provide notice to the United States Trustee and all official committees, reports of compensation earned and expenses incurred on at least a quarterly basis.

Such reports shall summarize the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. The notice shall provide a 14 day time period for objections. All compensation paid remains subject to review by the Court in the event an objection is timely filed (*i.e.*, a “negative notice” procedure); and, it is further

ORDERED that SRR and Ms. Cross shall not have or incur any Claim by any party (or any of its agents, employees, representatives, current or former members, financial advisors, attorneys or affiliates) or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the management and restructuring services provided, or to be provided, under this Order, except for claims arising from their willful misconduct or fraud (which claims shall not exceed the fees SRR receives for the portion of the work giving rise to such liability); and, it is further

ORDERED that the Debtors, their officers, employees, and agents are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein; and, it is further

ORDERED that this Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.

SIGNED: _____, 2015.

UNITED STATES BANKRUPTCY JUDGE