

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

In re:	§	Chapter 11
	§	
CCNG ENERGY PARTNERS, LP,	§	Case No. 15-70136
CCNG ENERGY PARTNERS GP, LLC,	§	Case No. 15-70141
MOSS BLUFF PROPERTY, LLC,	§	Case No. 15-70137
TRINITY ENVIRONMENTAL	§	
CATARINA SWD, LLC,	§	Case No. 15-70138
TRINITY ENVIRONMENTAL SERVICES,	§	Case No. 15-70139
LLC, TRINITY ENVIRONMENTAL SWD,	§	
LLC, AND TRINITY ENVIRONMENTAL	§	Case No. 15-70135
TITAN TRUCKING, LLC,	§	
	§	Case No. 15-70140
Debtors,	§	Jointly Administered
	§	

**NOTICE OF FILING OF AMENDED ENGAGEMENT LETTER WITH
RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER**

Attached hereto as **Exhibit A** is the Amended Engagement Letter between Raymond James & Associates, Inc. and Debtors.

Respectfully submitted,

TAUBE SUMMERS HARRISON
TAYLOR MEINZER BROWN LLP

By: /s/ Mark C. Taylor

Eric J. Taube

State Bar No. 19679350

Mark C. Taylor

State Bar No. 19713225

Cleveland R. Burke

State Bar No. 24064975

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

The foregoing notice was served electronically on all parties receiving the Court's ECF notices, and on all persons on the attached Service List via First Class Mail on November 25, 2015.

/s/ Mark C. Taylor

Mark C. Taylor

LIMITED SERVICE LIST

DEBTORS:

CCNG ENERGY PARTNERS, LP
13443 HIGHWAY 71 WEST
BEE CAVE, TX 78738

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LLC
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BEE CAVE, TX 78738

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SERVICES, L.L.C.
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DEBTORS' COUNSEL

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MARK C. TAYLOR
TAUBE SUMMERS HARRISON
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AUSTIN, TX 78701

GOVERNMENT AGENCIES

U.S. TRUSTEE - SAN ANTONIO
NANCY RATCHFORD, ASSIST.
U.S. TRUSTEE
P.O. BOX 1539
SAN ANTONIO, TX 78295

INTERNAL REVENUE SERVICE
P.O. BOX 7346
PHILADELPHIA, PA 19101-7346

COMMITTEE OF UNSECURED CREDITORS:

SUN COAST RESOURCES, INC.
6405 CAVALCADE ST. BLDG. 1
HOUSTON, TX 77026
ATTN: MIKE STONER

KBK INDUSTRIES
1914 HIGHWAY 183
RUSH CENTER, KS 67575
ATTN: STEVE WHITE

SABINE STORAGE &
OPERATIONS, INC.
5718 WESTHEIMER RD., #1251
HOUSTON, TX 77057
ATTN: JAMES H. SHORT

INTEGRATED CONTROL
SOLUTIONS
P.O. BOX 62276
MIDLAND, TX 79711
ATTN: RANDY GREER

CAMBRIAN MANAGEMENT
P.O. BOX 272
MIDLAND, TX 79702
ATTN: ALAN D. MEANS

WLP OILFIELD SERVICES
3100 N. A STREET
MIDLAND, TX 79701
ATTN: JIM FORD

DOLPHIN SERVICES &
CHEMICALS, LLC
309 SOUTH PARK DR.
LUFKIN, TX 75904
ATTN: CHRISTOPHER FARLEY

SECURED CREDITORS

GUGGENHEIM PRIVATE DEBT
FUND NOTE ISSUER
C/O GUGGENHEIM PARTNERS
INVEST MGMT
ATTN: MIKE BEMAN
1301 MCKINNEY, SUITE 3105
HOUSTON, TX 77010

GUGGENHEIM PRIVATE DEBT
MASTER FUND, LLC
C/O GUGGENHEIM PARTNERS
INVEST MGMT
ATTN: MIKE BEMAN
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HOUSTON, TX 77010

GUGGENHEIM CORPORATE
FUNDING, LLC
ATTN: KAITLYN TRIHN
330 MADISON AVE.,
10TH FLR
NEW YORK, NY 10017

GUGGENHEIM ENERGY
OPPORTUNITIES FUND, LL
C/O GUGGENHEIM PARTNERS
INVEST MGMT
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C/O GUGGENHEIM PARTNERS
INVESTMENT MANAGEMENT
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VERGER CAPITAL FUND
C/O GUGGENHEIM PARTNERS
INVEST MGMT
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CAROL STREAM, IL 60132

GREAT AMERICAN INSURANCE
3561 SOLUTIONS CENTER
CHICAGO, IL 60677-3005

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STE 200
FORT WORTH, TX 76109

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33911 TREASURY CTR
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DELOITTE TRANSACTIONS &
BUS
P.O. BOX 840728
DALLAS, TX 75284-0728

DOCVUE LLC
19181 HWY 8
MORRISON, CO 80465-8732

REALTIME ZONE INC
P.O. BOX 40
CEDAR CREST, NM 87008

GRAVES DOUGHERTY HEARON
& MOODY
P.O. BOX 98
AUSTIN, TX 78767

WM SHIRLEY
13121 LOUETTA RD
STE 1055
CYPRESS, TX 77429-5155

BRIDGEPOINT CONSULTING
6300 BRIDGEPOINT PKWY
BLDG 1, STE 575
AUSTIN, TX 78730

INSIGHT DIRECT USA INC
ATTN: MICHAEL L. WALKER
6820 S. HARL AVE.
TEMPE, AZ 85283

SPANISH OAKS GOLF CLUB
13001 SPANISH OAKS CLUB
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ST PAUL, MN 55170-9638

FULL CIRCLE SYSTEMS
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CITY OF INDUSTRY, CA 91716

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GUEVARA INVESTMENT
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808 S SHARY RD
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P.O. BOX 4649
HOUSTON, TX 77210-4649

KBK INDUSTRIES LLC
P.O. BOX 597
LA CROSSE, KS 67548-0597

MAX FLOW CHEMICALS OF
TEXAS
P.O. BOX 688
CARTHAGE, TX 75633

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RENTAL LLC
126 RAMIREZ RD
ZAPATA, TX 78076

REFINERY SPECIALTIES INC
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STEVE KENT TRUCKING
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32472 COLLECTION CENTER
CHICAGO, IL 60693-0324

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DALLAS, TX 75303-1338

WLP OILFIELD SERVICES LP
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MIDLAND, TX 79702

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P.O. BOX 120954
DALLAS, TX 75312-0954

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P.O. BOX 998
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ROCKIN M SERVICES
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FORT STOCKTON, TX 79735

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LIGHTNING MASTER CORP
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CLEARWATER, FL 33758

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ODESSA, TX 79760

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MIDLAND, TX 79705

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RAY BATTAGLIA
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MICHAEL S. HAYNES
GARDERE WYNNE SEWELL
3000 THANKSGIVING TOWER
1601 ELM STREET
DALLAS, TX 75201-4761

EXHIBIT A

25
RAYMOND JAMES

CONFIDENTIALNovember ~~323~~, 2015

CCNG Energy Partners, L.P.
13443 Highway 71 West
Bee Cave, TX 78738
Attention: Mr. Daniel Porter, Manager
CCNG Energy Partners GP, L.L.C., General Partner

Daniel:

This letter agreement (this “Agreement”) will confirm that, effective as of October 30, 2015 (the “Effective Date”), but subject to the terms and conditions of Section 2(b) below, CCNG Energy Partners, L.P. and each of those entities described in Section 1(a) below (each and collectively, the “Company”) has retained Raymond James & Associates, Inc. (“Raymond James,” “we” or “us” and together with the Company, each a “Party” and collectively, the “Parties”) to act as the Company’s sole and exclusive external investment banking advisor in helping the Company evaluate strategic alternatives, including a Financing Transaction, a Restructuring Transaction and a Business Combination Transaction, as such terms are defined below (each a “Transaction”) involving the Company. This Agreement sets forth the terms of Raymond James’s engagement to provide the services outlined in Section 2 below, including any such services provided before the date of this Agreement.

1. **Certain Defined Terms** - As used in this Agreement, the term:

- (a) “Company” means, each and collectively: CCNG Energy Partners, L.P., CCNG Energy Partners GP, LLC, Moss Bluff Property LLC, Trinity Environmental Catarina SWD, LLC, Trinity Environmental Services, LLC, Trinity Environmental SWD, LLC, and Trinity Environmental Titan Trucking, LLC; their respective subsidiaries; and any entity any of the preceding entities may form or invest in to consummate a restructuring, financing and/or sale, and shall also include any successor to or assignee of all or a portion of its or any such subsidiary’s or entity’s assets and/or businesses.
- (b) “Financing Transaction” means any issuance of debt, securities directly issued as or exchangeable or convertible into common or preferred stock or equity securities for or on behalf of the Company or securing loans or credit facilities for the Company for any purpose, including a refinancing or other Transaction with the existing lender(s), provided that such transaction either (i) results in the immediate, indefeasible payment in full and in cash of the obligations and indebtedness arising under or evidenced by the Pre-Petition Credit Agreement, the Pre-Petition Credit Documents, the DIP Credit Agreement and the DIP Credit Documents (collectively, the “Existing Obligations”); or (ii) is otherwise consented to by the Agent under the DIP Credit Agreement and Pre-Petition Credit Agreement, but excluding the restructuring, renegotiation, forgiveness, or exchange with or by the holder of any outstanding debt obligations or equity securities of the Company, which would constitute a Restructuring Transaction (as defined herein)) or such other financing of any type committed to complete any other Transaction. Notwithstanding the foregoing, entry of the first of the DIP Orders approving the DIP Credit Agreement shall constitute a Guggenheim DIP Financing Transaction (“Guggenheim DIP Financing Transaction”).

Raymond James & Associates, Inc.
Member New York Stock Exchange/SIPC
5847 San Felipe, Suite 1800, Houston, TX 77057
713-278-5202
www.RaymondJames.com

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CCNG Energy Partners, L.P.

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- (c) “Restructuring Transaction” means any recapitalization, reorganization or restructuring of the Company’s existing and potential preferred equity and/or debt obligations (including, without limitation, bank debt, bond debt, trade claims, lease obligations (both on and off balance sheet), partnership interests, membership interests, ~~unfunded pension and retiree medical liabilities, tax claims, litigation liabilities and other liabilities (collectively, “Existing Obligations”)~~ that is achieved, without limitation, through a solicitation of waivers and consents from the holder(s) of Existing Obligations, amendment or renegotiation of terms, conditions or covenants, rescheduling of maturities, change in interest rates, repurchase, settlement, cancellation or forgiveness of the Existing Obligations, conversion of the Existing Obligations into equity, an exchange offer involving new securities in exchange for the Existing Obligations, or other similar transaction or series of transactions provided that such transaction either (i) provides for the immediate, indefeasible payment in full and in cash of the Existing Obligations that is achieved; or (ii) is otherwise consented to by the Agent under the DIP Credit Agreement and Pre-Petition Credit Agreement.
- (d) “Business Combination Transaction” means_ (i) the possible sale of all or a substantial portion of the assets (which may include the assignment of any executory contracts) or securities of the Company to or merger of the Company with one or more third parties (including, without limitation, existing creditors, employees, affiliates and/or shareholders) or other possible strategic transactions, joint ventures, combinations or undertakings between the Company and such third parties; and/or (ii) the acquisition, directly or indirectly by an Interested Party (as defined below) (or by one or more persons or entities acting together with an Interested Party pursuant to a written agreement or otherwise), in a single transaction or a series of transactions, of (A) all of, or a substantial portion of the assets or operations of the Company or (B) any outstanding or newly-issued shares of the Company’s capital stock (or any securities convertible into, or options, warrants or other rights to acquire such capital stock) (such capital stock and such other securities, options, warrants and other rights being collectively referred to as “Company Securities”) that results in holders of shares of the Company’s capital stock immediately prior thereto owning less than fifty percent (50%) of such capital stock immediately thereafter.
- (e) “Stalking Horse Bid” means the 363 Purchase Agreement (as defined in the DIP Credit Agreement).
- (f) “DIP Orders” means the interim and final orders entered by the Bankruptcy Court approving the terms of the DIP Credit Agreement.
- (g) “Stalking Horse Bid Amount” means the aggregate value of the consideration provided under the Stalking Horse Bid (including without limitation, the aggregate amount of (i) the obligations under the DIP Credit Agreement, the Pre-Petition Credit Agreement, (ii) cash and (iii) assumed liabilities).
- (h) “DIP Credit Agreement” means the Debtor in Possession Credit Agreement, dated [*], 2015 (as amended, restated, supplemented or otherwise modified through the date hereof and as the same may be further amended, restated, supplemented or otherwise modified from time to time) among Trinity Environmental Services, L.L.C., Trinity Environmental SWD, L.L.C. and CCNG Energy Partners, L.P., as borrowers, Moss Bluff Property, L.L.C., Trinity Environmental Catarina SWD, L.L.C. and Trinity Environmental Titan Trucking, L.L.C., as guarantors, Guggenheim Corporate Funding, LLC, as administrative agent, and the lenders thereto.
- (i) “DIP Credit Documents” means the “Credit Documents” as defined in the DIP Credit Agreement.

RAYMOND JAMES

CCNG Energy Partners, L.P.

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(j) “Pre-Petition Credit Agreement” the Third Amended and Restated Credit Agreement Third Amended and Restated Credit Agreement, dated August 25, 2014 (as amended, restated, supplemented or otherwise modified through the date hereof and as the same may be further amended, restated, supplemented or otherwise modified from time to time) among Trinity Environmental Services, L.L.C., Trinity Environmental SWD, L.L.C. and CCNG Energy Partners, L.P., as borrowers, Moss Bluff Property, L.L.C., Trinity Environmental Catarina SWD, L.L.C. and Trinity Environmental Titan Trucking, L.L.C., as guarantors, Guggenheim Corporate Funding, LLC, as administrative agent, and the lenders thereto.

(k) “Pre-Petition Credit Documents” means the “Pre-Petition Credit Documents” as defined in the DIP Credit Agreement.

2. **Investment Banking Advisory Services**

- (a) As the Company’s sole and exclusive external investment banking advisor, Raymond James will provide the following services to the extent appropriate and requested by the Company and as agreed upon by Raymond James:
- (i) Assist the Company in reviewing and analyzing the Company’s business, operations, properties, financial condition and prospects;
 - (ii) Assist the Company in evaluating the Company’s debt capacity, advise the Company generally as to available financing and assist in the determination of an appropriate capital structure;
 - (iii) Assist the Company in evaluating potential Transaction alternatives and strategies;
 - (iv) Assist the Company in preparing documentation within our area of expertise that is required in connection with a Transaction;
 - (v) Assist the Company in identifying financial and/or strategic, institutional investors or other investors (“Interested Parties”) who may be interested in participating in a Transaction;
 - (vi) On behalf of the Company, contact Interested Parties which Raymond James, after consultation with the Company’s management, believes meet certain industry, financial, and strategic criteria and assist the Company in negotiating and structuring a Transaction;
 - (vii) Advise the Company as to potential Transactions;
 - (viii) Advise the Company on tactics and strategies for negotiating with various groups of the holders of the Company’s debt or other claims of the Company (“Stakeholders”);
 - (ix) Advise the Company on the timing, nature and terms of any new securities, other considerations or other inducements to be offered to its Stakeholders in connection with any Restructuring Transaction;
 - (x) Participate in the Company’s board of directors meetings as determined by the Company to be appropriate, and, upon request, provide periodic status reports and advice to the board with respect to matters falling within the scope of Raymond James’ retention; and

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(xi) As reasonably requested by the Company, provide expert advice and testimony for the Bankruptcy Court related to any Transaction

(b) Upon execution of this Agreement, the Company shall file an application with the Bankruptcy Court (as defined below) to retain Raymond James and to cause such application to be considered on the most expedited basis. Such application shall seek authorization from the bankruptcy court having jurisdiction over any Chapter 11 case commenced by the Company (the "Bankruptcy Court") to retain Raymond James pursuant to (and subject to the standard of review of) Section 328(a) of the Bankruptcy Code, *nunc pro tunc* to the Effective Date, in accordance with the terms hereof and Addendum A attached to this Agreement and not subject to any other standard or review under Section 330 of the Bankruptcy Code. The Company shall supply Raymond James with a draft of such application and any proposed order authorizing Raymond James' retention sufficiently in advance of their filing to enable Raymond James and its counsel to review and comment thereon. Services under this Agreement shall be subject to the entry of a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition (the "Retention Order") approving the retention of Raymond James and this Agreement under Section 328(a) of the Bankruptcy Code, and Raymond James shall not be required to perform any services in a Chapter 11 bankruptcy case pursuant to this Agreement until the entry of the Retention Order. In any event the Retention Order must be reasonably acceptable to Raymond James in all respects, and at a minimum shall approve the terms of this Agreement, including, without limitation, our agreement that: (i) none of the fees shall constitute a "bonus" under applicable law; (ii) Raymond James shall not be required to maintain time records; (iii) Raymond James shall be entitled to be paid in accordance with the terms of this Agreement, without further application to the Court; and (iv) all of Raymond James' fees and expenses shall be paid, regardless of the existence of any unpaid administrative claims in the Company's bankruptcy case. If the Retention Order is not obtained (or is later terminated or set aside for any reason), either party may terminate this Agreement and the Company shall reimburse Raymond James for all professional fees and out of pocket expenses reasonably incurred prior to such date of termination, unless prohibited from doing so by applicable law and/or the Bankruptcy Court.

3. **Fees** - In consideration of Raymond James's agreement to provide the services as described in Section 2, the Company shall compensate Raymond James as follows and as set forth in this Section 3, in each case by wire transfer of immediately available funds as set forth in Raymond James's invoice for such amounts to the Company:

(a) Monthly Advisory Fee – The Company will pay Raymond James a non-refundable cash retainer (the "Retainer") of \$100,000 due upon the Effective Date (but payable immediately upon entry of the Retention Order) and \$100,000 each subsequent thirty (30) days thereafter during the term of this Agreement.

(b) Financing Transaction Fee –

(i) If any Financing Transaction closes, whether on a stand-alone basis or to consummate any other Transaction, the Company shall pay Raymond James immediately, at the closing of each Financing Transaction as a cost of sale of each Financing Transaction, in cash, a transaction fee (the "Financing Transaction Fee"), in an amount equal to the greater of (A) \$1,000,000 and (B) the sum of (1) two percent (2.0%) of the Proceeds (as defined below) of all senior secured notes and bank debt raised, and (2) six percent (6.0%) of the Proceeds of any second lien, junior capital or equity raised; provided, however, that to the extent the Financing Transaction includes an uncommitted accordion or similar feature, the Financing Transaction Fee for such accordion or

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similar feature shall be payable upon the commitment of such facility or its funding irrespective of the date of such commitment or funding. Notwithstanding the foregoing, the Financing Transaction Fee payable to Raymond James, in cash, upon entry of the first of the DIP Orders approving the Guggenheim DIP Financing Transaction shall be \$100,000.

~~(ii) If a Financing Transaction is in the form of a debtor in possession financing ("DIP Financing Transaction"), the applicable Financing Transaction Fee shall be the greater of (A) \$500,000 or (B) 1.0% of Proceeds. However, in the event a motion to approve a DIP Financing Transaction with Guggenheim Corporate Funding, LLC ("Guggenheim") is filed prior to November 11, 2015 and an order is entered by the Bankruptcy Court on substantially similar terms as such motion by November 30, 2015, the DIP Financing Transaction Fee for such DIP Financing Transaction with Guggenheim shall be \$175,000~~

~~(iii)~~ (ii) A "commitment" shall occur if either (A) the lender(s) is contractually obligated to provide funds in connection with a Financing Transaction, or (B) the lender(s) assesses a commitment fee or loan fee in connection with a Financing Transaction.

(iv) "Proceeds" means the gross consideration, before the deduction of any fees (including any Financing Transaction Fee), expenses (including any Expenses, as defined below) or other costs, received by, contributed to or invested in the Company, or the amounts of binding commitments (not based on the amount actually drawn or available at close) received for such Financing Transaction, in any form (including, but not limited to, cash or securities of any other party to such Financing Transaction, including the exercise price of any options or warrants received by or contributed to the Company). If such consideration is not in the form of cash then for the purpose of calculating the Proceeds, such consideration shall be valued at its then fair market value. For the avoidance of doubt, "Proceeds" shall include any subsequent increase in Proceeds received by or committed to the Company in an initial or secondary Financing Transaction, during the term of this Agreement and the Tail Period (as defined below), whether pursuant to an amendment and/or any accordion, a replacement credit facility, or otherwise, in which any Interested Party participates.

(c) Restructuring Transaction Fee – In conjunction with any Restructuring Transaction, the Company shall pay Raymond James, in cash, a transaction fee (the "Restructuring Transaction Fee"), equal to \$1,800,000. The Company shall pay the Restructuring Transaction Fee, as a cost of the Restructuring Transaction to Raymond James upon the earlier of (i) the closing of each Restructuring Transaction or (ii) the date on which any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into became effective.

(d) Business Combination Transaction Fee –

(i) If any Business Combination Transaction closes, the Company shall pay Raymond James immediately, at the closing of each Business Combination Transaction as a cost of sale of each Business Combination Transaction, in cash, a transaction fee (the "Business Combination Transaction Fee"), equal to the sum of the (A) ~~the~~ greater of (1) \$1,000,000 or (2) one and three-quarters percent (1.75%) of the "Transaction Value" (as defined hereafter) paid, payable or received in the Business Combination Transaction, up to the total outstanding principal amount of all ~~senior secured debt obligations as of the closing of the Business Combination Transaction (the "Senior Secured Debt Balance"). Existing Obligations~~, and (B) five percent (5.0%) of any incremental Transaction Value in excess of the Senior Secured Debt Balance. Existing Obligations; provided, however, in order for such Business Combination Transaction Fee to be

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due and owing such transaction shall either (i) result in the immediate, indefeasible payment in full and in cash of the Existing Obligations (via credit bid or otherwise) or (ii) be otherwise consented to by the Agent under the DIP Credit Agreement and Pre-Petition Credit Agreement

Notwithstanding the foregoing, in the event that (i) no other qualified or competing bid (as may be provided in any order approving the sale or bidding procedures for any sale of all or substantially all of the Debtors' assets) is received pursuant to such procedures, and (ii) a Business Combination Transaction pursuant to the terms of the Stalking Horse Bid made by Guggenheim, and/or its affiliates is approved by the Bankruptcy Court, then the Business Combination Transaction Fee payable to Raymond James immediately at closing of such Transaction shall be \$1,000,000, less 50% of the Monthly Advisory Fees paid to Raymond James for a total of four (4) months (excluding the first month Retainer), i.e., the maximum credit shall be capped at \$200,000.00; provided, however, that if the Business Combination Transaction pursuant to the terms of the Stalking Horse Bid made by Guggenheim and/or its affiliates closes prior to March 31, 2016, then the Monthly Advisory Fees to be credited shall apply only to those Monthly Advisory Fees (excluding the first month Retainer) paid to Raymond James through the closing date. Further, in the event of a closing on the Stalking Horse Bid as provided for in the preceding sentence, whereby the Debtors' Cash Balance (as defined in the DIP Credit Documents) upon such closing of such Stalking Horse Bid (including any Cash proceeds of such a Stalking Horse Bid) is insufficient to pay any amounts due to Raymond James under Sections 3(a), 3(d)(i) and 4 of this Engagement Letter, in full and in Cash, then such amounts due to Raymond James shall be paid as provided for in the DIP Orders.

- (ii) For purposes of this Agreement, "Transaction Value" means the value of all cash, securities and other property or other assets paid, payable or received, including debt, liabilities and obligations which are directly or indirectly assumed (including property "credit bid"), acquired, forgiven, repaid, retired, defeased, extinguished, replaced, or otherwise borne by an Interested Party (as further described below, "Assumed Liabilities") in connection with a Business Combination Transaction, including, without limitation: (A) any payments, dividends, distributions or issuances made to the Company, its creditors, or its securityholders (including, without limitation, holders of options, warrants, stock appreciation rights or similar rights or securities, whether vested or unvested) at or in anticipation of the closing; (B) any transaction fees, management fees or similar remuneration contracted for or paid to any owner or affiliates of the Company at or in anticipation of closing; (C) any compensation paid under any retention or change of control agreements, non-competition agreements, above-market consulting agreements, or other arrangements under which compensation is paid to the Company or its equityholders, management, or employees, or their respective affiliates, in connection with a Business Combination Transaction, other than ordinary and customary compensation in connection with bona fide employment agreements; (D) any payments in connection with any separate but related transaction or transactions with or affecting any equityholder or another business entity or any of its assets or securities e.g., purchase or lease of any real estate or other assets or licensing arrangements (but in the case of a lease, Transaction Value shall include only sums in excess of current rentals paid to unrelated or unaffiliated third parties); and (E) any Assumed Liabilities, including applicable indebtedness for monies borrowed, including payables, pension liabilities, guarantees, leases and other "debt-like" obligations; and (F) the present value of the reasonably estimated maximum amount of any contingent future payment obligation, including earnouts, using a discount rate of ten percent (10.0%) per annum.
- (iii) The Transaction Fee attributable to any Transaction Value fixed at the time of closing, including any Transaction Value placed or held in escrow, payable under an installment sale arrangement, or represented by the principal amount of any promissory notes issued at closing, ("Fixed Deferred

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Payments”), shall be paid to Raymond James at the closing of a Business Combination Transaction.

- (iv) For purposes of calculating the Transaction Fee, Transaction Value shall be based on Transaction Value before payment of any expenses related to the Transaction, including payment of the Transaction Fee.
- (v) If the definitive agreement for a Business Combination Transaction (the “Definitive Agreement”) provides for any positive or negative adjustment in the purchase price based upon the Company’s closing net worth, excess cash, net assets, net working capital, book value, or similar measure (as applicable, a “Purchase Price Adjustment”), Transaction Value and the resulting Business Combination Transaction Fee calculation shall include (A) the estimated Purchase Price Adjustment at closing as contemplated by the Definitive Agreement, or (B) if the Definitive Agreement does not contemplate an estimated Purchase Price Adjustment at closing, then the estimated Purchase Price Adjustment, as reasonably agreed-upon by the Parties in good faith at closing.
- (vi) In determining Transaction Value, the value of any securities (whether debt or equity) shall be deemed to be the greater of: (A) the fair market value of the securities as of the day the Definitive Agreement is executed by all parties to the Definitive Agreement; or (B) the average of the last reported sales prices of the securities on the twenty (20) consecutive business days before the closing of the Business Combination Transaction, as reported on the principal exchange on which the security is listed, or, as the case may be, The NASDAQ National Market. However, the value of securities that are not freely tradable or have no established public market shall be the fair market value of the securities, as reasonably agreed-upon by the Parties.
- (vii) Transaction Value shall include the value of any and all (A) securities and/or non-cash assets retained by or transferred to the Company’s securityholders on or after the Effective Date or not otherwise sold or included in the Business Combination Transaction, and (B) retained or acquired interests, by “roll over” or otherwise, in the Company or its successor.

4. **Reimbursement of Expenses** - The Company shall reimburse Raymond James, upon the earlier of (a) thirty (30) days of its receipt of an invoice from Raymond James or (b) the closing of any Transaction, by wire transfer of immediately available funds via wire transfer instructions set forth in such invoice, for reasonable expenses (including legal fees and data room charges) incurred by Raymond James in connection with rendering services under this Agreement to the Company (“Expenses”).

5. **Term** - The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon thirty (30) days’ written notice to the other Party. Notwithstanding any termination of this Agreement: (a) Sections 3, 4, 5, 6 and 7 of this Agreement and Addendum A attached to this Agreement shall survive any termination of this Agreement, along with any other provisions that expressly or by implication survive termination; and (b) Raymond James shall be compensated as outlined in Section 3 above if a Transaction is agreed upon or closes within twelve (12) months after any termination of this Agreement (the “Tail Period”). However, if Raymond James has not been fully reimbursed for its Expenses under Section 4 as of the termination date, the Tail Period shall be extended for the period between the termination date and the date on which Raymond James is fully reimbursed for its Expenses. For the avoidance of doubt, the purchaser under the Stalking Horse Credit Bid shall not be liable for any fees during the Tail Period after the closing of the Stalking Horse Credit Bid as long as Raymond James receives such notice of termination from the Stalking Horse Bidder and all outstanding amounts due under this Agreement have been paid and received by Raymond James.

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6. **Indemnification** - In consideration of Raymond James signing this Agreement and agreeing to perform services pursuant to this Agreement, the Company shall indemnify, defend and hold harmless Raymond James and each of its directors, officers, agents, employees, affiliates and controlling persons (within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended) to the extent and as provided in Addendum A attached to this Agreement and incorporated by reference into this Agreement.

7. **General Terms**

- (a) Each Party to this Agreement represents and warrants to the other parties that this Agreement has been duly authorized, executed and delivered by it; and assuming due execution by the other parties, that this Agreement constitutes a legal, valid and binding agreement of it, enforceable against it (as the case may be) in accordance with its terms.
- (b) The parties agree to work closely together while at the same time minimizing the liability and exposure of Raymond James to third parties. As a result, the Company represents that it has not, and agrees that it will not, during the term of this Agreement, without the consent of Raymond James, enter into any agreement or arrangement with any third party that would obligate Raymond James to pay any fee, commission or like payment in exchange for the performance of services for the benefit of the Company in connection with any Transaction.
- (c) The Company represents and warrants that it is a sophisticated business enterprise with competent internal financial advisors and legal counsel, and the Company has retained Raymond James for the limited purposes set forth in this Agreement. The Parties acknowledge and agree that (i) Raymond James has been engaged solely as an investment banking advisor to the Company and (ii) the Company's engagement of Raymond James is as an independent contractor and that their respective rights and obligations as set forth in this Agreement are contractual in nature. Accordingly, the Company disclaims any intention to impose any fiduciary or agency obligations on Raymond James by virtue of the engagement contemplated by this Agreement, and Raymond James shall not be deemed to have any fiduciary or agency duties or obligations to any Interested Parties, other business entities or the Company, or their respective officers, directors, securityholders, affiliates or creditors, as a result of this Agreement or the services to be provided under this Agreement. The Company agrees that any agreement documenting any Transaction as contemplated by this Agreement shall include provisions reasonably acceptable to Raymond James in which the other parties to the Transaction disclaim and disavow any reliance upon Raymond James in connection with the contemplated Transaction. Any such agreement shall also contain language in a form reasonably acceptable to Raymond James that reflects that the other parties to the Transaction relied solely upon their own independent investigation and counsel before deciding to enter into the contemplated Transaction.
- (d) In conjunction with the engagement outlined in this Agreement, the Company shall provide the necessary assistance and information required at all steps and shall cause management to be reasonably available as may be required by Raymond James. In connection with Raymond James's services, the Company will furnish to Raymond James such information and data relating to the Company as Raymond James may reasonably request. The Company represents that information provided by them and their advisors to Raymond James will not, neither when delivered nor at the closing of any Transaction, contain any untrue statement therein, in light of the circumstances under which they were made, not misleading. The Company shall advise Raymond James promptly of the occurrence of any event or any other change prior to the closing of any Transaction which results in

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any information provided to Raymond James containing any untrue statements of a material fact or omitting to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company recognizes and confirms that Raymond James, in the performance of its services under this Agreement: (i) may rely upon such information received from the Company, Interested Parties or their respective advisors, without independent verification by Raymond James; and (ii) does not assume responsibility for the accuracy or completeness of such information received from the Company, Interested Parties or their respective advisors, whether or not Raymond James makes an independent verification of such information.

- (e) By signing this Agreement, the Company expressly acknowledges that Raymond James does not guarantee, warrant or otherwise provide assurance that the Company will be able to implement or consummate any Transaction or achieve any other result.
- (f) In connection with this Agreement, the term “Confidential Information” means (i) confidential business or technical information or data of the Company that is competitively and commercially valuable to the Company and not generally known, or available by legal means, to the competitors of the Company or (ii) material nonpublic information about the Company, which, in either case, is somehow clearly marked or identified in writing as being Confidential Information. Raymond James agrees that during the term of this Agreement, unless the Company has consented, or unless required by law (including stock exchange listing rules), a court or agency of the government or a self-regulatory organization (e.g., FINRA), Raymond James will not reveal or disclose any such Confidential Information to any third party, except to utilize such Confidential Information in a manner consistent with customary industry practices in connection with the provision of services under this Agreement. Following the termination of this Agreement and this engagement, at the Company’s written request, all such Confidential Information in Raymond James’s possession will be promptly returned to the Company or, at Raymond James’s option, destroyed, provided that Raymond James may retain a copy of such information to the extent required for legal, regulatory and/or internal compliance purposes, provided further that such information shall remain subject to the confidentiality and non-disclosure provisions of this Agreement.

Neither the previous paragraph nor any restriction, non-disclosure or use limitation or other obligation contained in this Agreement shall apply to any information, data or item of any kind that is: (i) in the public domain, through no action of Raymond James; (ii) already known by Raymond James; (iii) disclosed to Raymond James by any person or entity not known by Raymond James to be under an obligation of confidentiality to Company; or (iv) independently developed or derived by Raymond James.

- (g) The Company may not publish, refer to, describe or characterize Raymond James’s engagement under this Agreement, or the advice provided to the Company by Raymond James, without the prior written approval of Raymond James in each instance.
- (h) The services provided by Raymond James under this Agreement are solely for the benefit of the Company and are not intended to, nor shall they be deemed or construed to, create any duty toward or confer any rights upon any persons or entities not a Party (including, without limitation, security holders, employees or creditors of the Company) as against Raymond James or its affiliates or their respective directors, officers, agents and employees.
- (i) The Company acknowledges that Raymond James and its parent company and affiliated entities (the “RJ Group”) is a comprehensive financial services firm involved in a wide range of commercial

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banking, investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research), and, as a result, the RJ Group may have previously provided services, may be currently engaged to provide investment banking, lending, financial advisory or other services or may provide services in the future to other companies in the Company's industry and related industries, from which conflicting interests or duties may arise. In addition, the Company acknowledges that, during the term of this Agreement, Raymond James may represent or provide investment banking, lending, financial advisory or other services to other companies in the Company's industry or related industries, including possibly contacting or soliciting Interested Parties whom Raymond James has or will contact or solicit on behalf of the Company, and the Company agrees that Raymond James may do so without any duty to notify the Company of any such engagement or to disclose to the Company information that Raymond James has obtained about such companies in the course of any such engagement; provided, however, that in no event will Raymond James simultaneously provide investment banking services to any Interested Party in connection with any Transaction involving the Company pursuant to this Agreement.

The Company further understands and agrees that information which is held elsewhere within the RJ Group but which none of the individuals in Raymond James's Investment Banking Department involved in providing the services contemplated under this Agreement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining Raymond James's responsibilities to the Company under its engagement under this Agreement. In the ordinary course of business, one or members of the RJ Group may, from time to time, make a market in, have a long or short position in, buy and sell or otherwise effect transactions for customer accounts and for its own accounts in the securities of, or perform other services for institutional investors or other potential Interested Parties that Raymond James may be contacting on behalf of the Company and/or any other entities who may be the subject of the engagement contemplated by this Agreement (including the Company), and the Company agrees that none of those activities will conflict with the duties of Raymond James under this Agreement or shall be disclosable to the Company as a result of this Agreement.

As the RJ Group is a leading international financial group, Raymond James and other members of the RJ Group have business relationships with the Company and may be creditors of the Company and may act as a financial advisor to clients as to which the Company is a creditor, shareholder or has other business relationships in connection with such client's borrowings or other obligations to the Company. The Company waives any conflict of interest the RJ Group may have in connection with such business relationships. Raymond James believes that it has the requisite independence to perform the services contemplated by this Agreement and affirms that the personnel assigned to this engagement will be subject to policies and procedures intended to prevent the unauthorized disclosure of confidential or non-public information to employees responsible for managing Raymond James's own creditor positions in relation to the Company and any third parties.

- (j) Following the closing or public announcement or disclosure of any Transaction, Raymond James may, at its own option and expense, disseminate announcements (such as customary "tombstone" announcements or "pitch" books) describing Raymond James's services in connection with the Transaction, and may use the Company's logo or other identifying marks in any such announcement.
- (k) If Raymond James is legally required to render services directly or indirectly relating to the subject matter of this Agreement in any litigation, arbitration or regulatory proceeding (including, but not limited to, producing documents, answering interrogatories, attending depositions, or testifying at

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trial, and whether by subpoena, court process or order, or otherwise), the Company shall pay Raymond James's then current hourly rates for the persons involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related reasonable out-of-pocket expenses (including, without limitation, the fees and expenses of Raymond James's legal counsel incurred in connection with such services). This Section 7(k) shall survive any termination of this Agreement.

- (l) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws principles that would require the application of the laws of another State.
- (m) All claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, shall be settled by final and binding arbitration in St. Petersburg, Florida, in accordance with the commercial rules then prevailing of the American Arbitration Association by a panel of three (3) arbitrators appointed by the American Arbitration Association. The decision of the arbitrators shall be binding on Raymond James and the Company and may be entered and enforced in any court of competent jurisdiction by either Party. The arbitration shall be pursued and brought to conclusion as rapidly as is possible. TO THE EXTENT PERMITTED BY LAW, EACH OF RAYMOND JAMES AND THE COMPANY VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE ENGAGEMENT OF RAYMOND JAMES PURSUANT TO, OR THE PERFORMANCE BY RAYMOND JAMES OF, THE SERVICES CONTEMPLATED BY THIS AGREEMENT.
- (n) This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement for all purposes.
- (o) This Agreement (and any addenda or schedules attached to this Agreement) constitute the entire agreement between the Parties regarding the subject matter of this Agreement and supersede any prior understanding between them. No representations, arrangements, understandings or agreements relating to the subject matter of this Agreement exist between the Parties except as expressed in this Agreement. No modification or amendment of this Agreement shall be binding unless in writing and signed by the Parties.
- (p) All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day (in the State of Florida) if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7(p)):

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If to the Company: CCNG Energy Partners, L.P.
13443 Highway 71 West
Bee Cave, TX 78738
Facsimile:
E-mail: daniel.porter@ccng-inc.com
Attention: Daniel Porter, Manager
CCNG Energy Partners GP, L.L.C., General Partner

If to Raymond
James: Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716
Facsimile: (727) 567-8247
E-mail: john.critchlow@raymondjames.com
Attention: John Critchlow, Managing Director-Legal, Investment
Banking

- (q) If any provision of this Agreement is determined by a court or arbitration panel having jurisdiction to be unenforceable to any extent, the rest of that provision (if applicable) and the balance of this Agreement shall remain enforceable to the fullest extent permitted by law.
- (r) This Agreement (including any addenda or schedules attached to this Agreement) is binding upon and inures to the benefit of the Parties and their respective successors and assigns.
- (s) This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against Raymond James because this Agreement was drafted by Raymond James or its counsel, and the parties waive any statute or rule of law to such effect.
- (t) If either Party does not seek compensation for breach or insist upon strict performance of any covenant or condition of this Agreement, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or other provision.
- (u) This Agreement's effectiveness is contingent upon Raymond James performing a search, satisfactory to Raymond James in its reasonable determination, of the Company and its relevant associated persons (including affiliates, subsidiaries and principals) under the U.S. Treasury's Office of Foreign Asset Control's (OFAC) Sanctions Programs Listings (the "OFAC Search"). Raymond James shall undertake to conduct the OFAC Search promptly after the Parties' execution and delivery of this Agreement. The Company shall reasonably cooperate, and cause its associated persons to reasonably cooperate, with Raymond James and its advisors and representatives in conducting the OFAC Search, including, without limitation, by promptly providing all information requested by Raymond James or its advisors or representatives. After conducting the OFAC Search, Raymond James shall promptly notify the Company in writing if Raymond James determines in its sole discretion that it cannot provide the services contemplated under this Agreement. In such event, this Agreement shall be void and of no force or effect ab initio, and Raymond James shall promptly refund to the Company any previously paid portions of the Retainer.

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[Signature Page Follows]

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If this Agreement conforms to your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate of this Agreement.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Michael Pokrassa, Senior Vice President – Investment Banking

AGREED AND ACCEPTED:

CCNG ENERGY PARTNERS, L.P.,
On behalf of the Company (as defined above)

By: _____
Daniel Porter, Manager
CCNG Energy Partners GP, L.L.C., General Partner

RAYMOND JAMES

ADDENDUM A

Pursuant to the foregoing letter dated November 323, 2015, but effective as of October 30, 2015 (the "Agreement"), CCNG Energy Partners, L.P., CCNG Energy Partners GP, LLC, Moss Bluff Property LLC, Trinity Environmental Catarina SWD, LLC, Trinity Environmental Services, LLC, Trinity Environmental SWD, LLC, and Trinity Environmental Titan Trucking, LLC, (each and collectively, collectively the "Company") shall indemnify, defend and hold harmless Raymond James & Associates, Inc. and Raymond James Financial, Inc. (collectively, "Raymond James") and their respective affiliates, together with their and their affiliates' respective officers, directors, managers, members, partners, securityholders, employees and agents, and each Person (as defined below), if any, who controls Raymond James or any of its affiliates within the meaning of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (all of the foregoing are referred to collectively as "Indemnified Parties" and individually as an "Indemnified Party"), from and against any and all (a) claims, actions, demands, investigations and proceedings of any kind or nature (collectively, "Proceedings") threatened, brought or established against any Indemnified Party by any natural or non-natural person, association, governmental agency or regulatory body ("Person"), and (b) losses, claims, judgments, penalties, fines, charges, costs (including professional or legal fees and other costs of litigation or other proceedings), damages, taxes, liabilities of any kind or nature, whether joint or several (collectively, "Losses"), which such Indemnified Party may suffer or incur under any statute, common law, contract, tort or otherwise (including, without limitation, all such Losses suffered or incurred in considering, preparing for, responding to, disputing, or otherwise dealing with any actual or potential Proceedings, including any Proceeding brought in connection with any Indemnified Party's right to be indemnified pursuant to this Addendum A), directly or indirectly arising out of, relating to or in connection with (i) the Agreement, the services provided in connection with the Agreement, or the exercise of Raymond James's rights under the Agreement (including this Addendum A), or (ii) any transaction referred to in the Agreement or any transaction arising out of the transactions contemplated by the Agreement (each an "Indemnified Claim").

No Proceeding will be brought against any Indemnified Party to recover any Losses that the Company, its securityholders, officers, directors/managers or creditors, or any other Person in connection with any Indemnified Claim, may suffer or incur by reason of or in connection with any Indemnified Claim, and no Indemnified Party shall have any liability to the Company, its securityholders, officers, directors/managers or creditors, or any other Person by reason of or in connection with any Indemnified Claim, whether such Loss arises under any statute, common law, contract, tort or otherwise, except solely to the extent that any such Losses or liability is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted solely and exclusively and as a direct and proximate cause from said Indemnified Party's willful misconduct or gross negligence (other than an action or failure to act undertaken or refrained from being undertaken at the request of or with the consent of the Company).

Raymond James or the applicable Indemnified Party will promptly notify the Company in writing if an Indemnified Party receives written notice of the commencement of any Proceeding or other Indemnified Claim against such Indemnified Party (provided, that no failure or delay by Raymond James or such Indemnified Party to so notify the Company shall relieve the Company from its obligations under this Addendum, except as and to the extent it is found, in a final, unappealable judgment by a court of competent jurisdiction, that such failure or delay actually and materially prejudiced the Company), and the Company shall immediately assume the full defense of such Proceeding or other Indemnified Claim (including the employment of counsel satisfactory to the Indemnified Party and the payment of the fees and expenses of such counsel), other than any Proceeding or other Indemnified Claim brought by the Company. In any such event the Indemnified Party may employ its own counsel and participate in the defense of such Proceeding or other Indemnified Claim, provided, that the Company shall be required to pay the fees and expenses of such counsel of the Indemnified Party only if the Company has failed to assume the defense and promptly defend such Proceeding or other Indemnified Claim using counsel satisfactory to the Indemnified Party, or such Indemnified Party is advised by counsel that a conflict of interest exists or may exist which makes representation by counsel chosen by the Company not advisable or that representation of both Parties by common counsel would be inappropriate due to actual or potential differing interests between them.

RAYMOND JAMES

If for any reason (other than as specifically provided in this Agreement) the foregoing indemnity is unavailable to an Indemnified Party or is insufficient to fully hold any Indemnified Party harmless, the Company shall contribute to the amount paid or payable by such Indemnified Party as a result of such unavailability or insufficiency in such proportion as is appropriate to reflect the relative benefits received by and fault of the Company on the one hand, and the relative benefits received by and fault of the Indemnified Party on the other hand, as well as any relevant equitable considerations. The relative benefits to the Company on the one hand and an Indemnified Party on the other hand shall be deemed to be in the same proportion as the total value paid or received or contemplated to be paid or received by the Company and its security holders, as the case may be, whether or not the transaction contemplated by the Agreement closes, bears to the fees actually received by Raymond James pursuant to the Agreement, and the relative fault of the Company on the one hand and an Indemnified Party on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or incorrect opinion or conclusion or the omission or alleged omission to state a material fact related to information supplied by the Company or its agents, advisors or affiliates on the one hand or by the Indemnified Party on the other hand, as well as the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement, opinion, conclusion or omission. Notwithstanding anything in this Agreement to the contrary, the aggregate contribution of all of the Indemnified Parties for all Indemnified Claims shall not exceed the amount of fees actually received by Raymond James pursuant to the Agreement.

The Company shall reimburse each Indemnified Party for all costs and expenses (including, without limitation, fees and expenses of outside counsel) incurred by the Indemnified Parties (including all such costs and expenses incurred to enforce the terms of this Addendum A) as they are incurred in connection with investigating, preparing, defending or settling or otherwise relating to any threatened or pending Proceeding for which indemnification or contribution has or could be sought by the Indemnified Party, whether or not in connection with a Proceeding in which any Indemnified Party is a named party; provided, that, if any such reimbursement is for expenses relating to a Loss that is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted solely and exclusively and as a direct and proximate cause from said Indemnified Party's willful misconduct or gross negligence (other than an action or failure to act undertaken at the request or with the consent of the Company), such Indemnified Party shall promptly repay such amount to the Company.

The indemnity, contribution and expense reimbursement agreements and obligations set forth in this Addendum shall be in addition to any other rights, remedies or indemnification as to which any Indemnified Party may have or be entitled at common law or otherwise, shall survive any termination of the Agreement or completion of services under the Agreement, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party.

The Company shall offer and provide such indemnification and expense advance and reimbursement as it is permitted to offer or provide pursuant to its Bylaws, Charter, Articles of Incorporation, or insurance, in each case to the fullest extent permitted by applicable law. The Company further agrees that the indemnification and expense advance and reimbursement obligations set forth in this Addendum A shall apply whether or not Raymond James or any other Indemnified Party is a formal party in any such Indemnified Claim.

The Company shall not settle, compromise or consent to judgment with respect to any Indemnified Claim without the prior consent of Raymond James or the Indemnified Party involved in this Agreement if any admission of wrongdoing, negligence or improper activity of any kind of or by Raymond James or such Indemnified Party is a part of such settlement, compromise or consent. The Company shall not settle, compromise or consent to judgment with respect to any pending or threatened action, suit or proceeding in respect of which indemnity could have been or could be sought under this Addendum A by any Indemnified Party, unless such settlement, compromise or consent includes an unconditional release of all Indemnified Parties from all liability on claims that are the subject matter of or arise out of such Proceeding.

RAYMOND JAMES

CCNG Energy Partners, L.P.

November 24th, 2015

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If this Agreement conforms to your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate of this Agreement.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: 
Michael Pokrassa, Senior Vice President – Investment Banking

AGREED AND ACCEPTED:

CCNG ENERGY PARTNERS, L.P.,
On behalf of the Company (as defined above)

By: 
Daniel Porter, Manager
CCNG Energy Partners GP, L.L.C., General Partner

RAYMOND JAMES