

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| In re: | : | Chapter 11 |
| | : | |
| GREEN FIELD ENERGY SERVICES, INC., et | : | Case No. 13-12783 (KG) |
| <u>al.</u> , | : | |
| | : | Jointly Administered |
| Debtors. ¹ | : | |
| ----- | X | Ref. Docket Nos. 482 & 613 |

ORDER AUTHORIZING (A) THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF ALL CLAIMS, LIENS, LIABILITIES, RIGHTS, INTERESTS AND ENCUMBRANCES EXCEPT FOR PERMITTED ENCUMBRANCES IN CERTAIN CIRCUMSTANCES; (B) THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE GBCI AGENCY AGREEMENT; AND (C) RELATED RELIEF

Upon consideration of the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to sections 105(a), 363, 365, 503 and 507 of Title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of orders approving, among other things, the sale of certain assets of the Debtors (the "Sale"), related bidding procedures, and certain protections for bidders with respect to such assets; and the Court having determined that the relief provided herein is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the record of the hearing on the Motion, and the full record of these cases; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby FOUND that:

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax or organizational identification number, are: Green Field Energy Services, Inc. (2539); Hub City Tools, Inc. (2827); and Proppant One, Inc. (6035). The above-captioned Debtors' mailing address is 4023 Ambassador Caffery Parkway, Suite #200, Lafayette, LA 70503.

A. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Except as otherwise determined in any other order of this Court, this Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. Notice of the Motion and of the Sale Hearing was given in accordance with the directive of the Court and as otherwise required by applicable law, as evidenced by the affidavits of service on file with the Clerk of the Court.

D. The notice provided of the Motion and of the Sale Hearing was adequate and sufficient under the circumstances, and any otherwise applicable notice requirement is hereby waived and dispensed with.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions provided for therein has been afforded to all interested parties, including, without limitation, the following (a) the U.S. Trustee; (b) counsel for the Committee; (c) counsel to the Noteholders; (d) counsel to Wilmington Trust; (e) counsel to Shell; (f) counsel to the DIP Lenders; (g) all taxing authorities having jurisdiction over any of the Assets, including the Internal Revenue Service; (h) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002; (i) all persons known or reasonably believed to have

asserted an interest in any of the Assets; (j) the non-Debtor parties to the Contracts; (k) the Attorneys General in the State(s) where the Assets are located; (l) all state and local environmental agencies in any jurisdiction where the Seller owns or has owned or used real property; and (m) all parties asserting title to, or a security interest in, any of the Assets. In addition to the foregoing, (i) electronic notification of this Motion, the Bidding Procedures Order and the Notice of Auction and Sale Hearing has been posted on: (a) the Court's website, www.deb.uscourts.gov; and (b) the case website maintained by the Debtors' claims and noticing agent, Prime Clerk, at <http://cases.primeclerk.com/gfes>, or can be requested by calling (855) 410-7359 from within the United States or +1 (646) 795-6960 if calling from outside the United States; and (ii)(a) the Debtors have served the Notice of Auction and Sale Hearing on all known creditors of the Debtors; and (b) the Debtors have published the Notice of Auction and Sale Hearing once in one national publication.

F. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion, the Bidding Procedures or the Agency Agreement between Gordon Brothers Commercial & Industrial LLC (the "Agent") and the Debtors (the "Agency Agreement") a copy of which is attached hereto as Exhibit 1.

G. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing, and the representations of counsel made on the record at the Sale Hearing, the Debtors have thoroughly marketed the Assets and have conducted the bidding solicitation fairly and in accordance with the Bidding Procedures approved by this Court, with adequate opportunity for parties that either expressed interest in acquiring or liquidating the Assets, or that the Debtors believed may have an interest in acquiring or liquidating the Assets, to submit competing bids. The Debtors and the Agent have negotiated and undertaken their respective

roles leading to the Sale and entry into the Agency Agreement in a diligent, noncollusive, fair, and good faith manner.

H. The Debtors, their management, and their respective directors, employees, agents and representatives, and the Agent, its members and their respective officers, directors, employees, agents and representatives, actively participated in the bidding process and acted in good faith. The Agency Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estates some or all of the Assets. Neither the Debtors nor the Agent have engaged in any conduct that would cause or permit the Sale, the Agency Agreement, or any related action or the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Agent has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Agent has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Agent's prospective performance and payment of amounts owing under the Agency Agreement are in good faith and for valid business purposes and uses.

I. The Agent is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Agent and the Debtors.

J. The offer of the Agent, upon the terms and conditions set forth in the Agency Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors' creditors and estates. There is no legal

or equitable reason to delay entry into the Agency Agreement, and the transactions contemplated therein, including, without limitation, the Sale.

K. The Debtors' decisions to (i) enter into the Agency Agreement and (ii) perform thereunder are a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and are in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

L. Conducting the Sale as set forth in the Agency Agreement will provide an efficient means for the Debtors to dispose of the Assets.

M. The Debtors have represented to this Court that they are neither selling nor leasing personally identifiable information as such term is defined in section 101(41A) (or assets containing personally identifiable information) pursuant to the Motion.

N. Time is of the essence in effectuating the Agency Agreement and proceeding with the Sale contemplated therein without interruption. Based on the record of the Hearing and the Motion, the Sale must be commenced as soon as practicable to maximize the value that the Agent may realize from the Sale and the value that the Debtors may realize from entering into the Agency Agreement. Accordingly, cause exists to modify the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h), and permit the immediate effectiveness of this Order.

O. A sale of the Assets other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes

(including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, "Encumbrances") and without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Agency Agreement and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the sale of such Assets. But for the protections afforded to the Agent under the Bankruptcy Code and this Order, the Agent would not have offered to pay the consideration contemplated in the Agency Agreement. In addition, each entity with an Encumbrance upon the Assets, (i) has consented to the Sale or is deemed to have consented to the Sale, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Additionally, any valid and perfected liens against the Assets shall attach to the amounts to be paid to the Sellers under the Agency Agreement, to the same extent and priority as before such sale and subject to the liens of the Agent. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Motion

are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agency Agreement and the consummation of the Sales free and clear of Encumbrances is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtor's estate, its creditors and other parties in interest.

P. The consideration to be paid by the Agent under the Agency Agreement was negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof, or the District of Columbia. The terms and conditions set forth in the Agency Agreement are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under any applicable laws.

Q. The security interests and liens provided for in the Agency Agreement and this Order to secure the Debtors' obligations under the Agency Agreement to the Agent are necessary to induce the Agent to agree to terms for the Agency Agreement that maximize value for the Debtors' estates. The absence of such protections would impact materially and adversely the value available to the Debtors in the liquidation of their stores in partnership with a liquidation agent. But for the protections afforded to the Agent under the Bankruptcy Code, this Order, and the Agency Agreement, the Agent would not have agreed to pay the Debtors the compensation provided for under the Agency Agreement. In addition, the pre-petition lenders that hold a security interest in the property to which the Agent's security interests attach, have consented to the security interests provided for in the Agency Agreement, subject to the satisfaction of the conditions set forth in the Agency Agreement.

R. No sale, transfer, or other disposition of the Assets pursuant to the Agency Agreement or the Agent's entry into the Agency Agreement will subject the Agent to any liability for claims, obligations, encumbrances, or interests asserted against the Debtors by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. The Agent is not a successor to the Debtors or their estates.

S. Each of the Debtors (i) has full corporate or other power to execute, deliver and perform its obligations under the Agency Agreement and all other transactions contemplated thereby, and entry into the Agency Agreement has been duly and validly authorized by all necessary corporate or similar action, (ii) has all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Agency Agreement, and (iii) has taken all actions necessary to authorize and approve the Agency Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Agency Agreement, are required for the Debtors to consummate such transactions.

T. Entry into and assumption of the Agency Agreement and the transactions contemplated thereby neither impermissibly restructure the rights of the Debtors' creditors, nor impermissibly dictate the terms of a liquidating plan of reorganization for the Debtors. Entry into the Agency Agreement does not constitute a *sub rosa* chapter 11 plan.

U. The Agency Agreement is not an executory contract.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein. All objections to the Motion to the extent not previously withdrawn or resolved or sustained as set forth herein are denied.

2. The Debtor is hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Sale of the Assets in accordance with the Agency Agreement. Subject to paragraph 19 below, no bulk sale, "going -out-of-business," or similar law shall prohibit the Debtors or the Agent from taking any action contemplated by the Agency Agreement.

3. The Debtors are hereby authorized and empowered to enter into the Agency Agreement (and each of the transactions contemplated therein), and the Agency Agreement is hereby approved in its entirety and is incorporated herein by reference, and it is further ordered that all amounts payable to the Agent under the Agency Agreement shall be payable to the Agent without the need for any application of the Agent therefor or a further order of the Court. The failure to include specifically any particular provision of the Agency Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agency Agreement and all of its provisions, payments and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

4. Subject to the provisions of this Order, the Debtors and the Agent are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct the Sale in accordance with the Agency Agreement.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the Agent, and each of their respective officers, employees, and agents are hereby authorized and directed to execute such documents and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and each of the transactions contemplated therein, including but not limited to, reaching an agreement regarding the final reconciliation, which will

be binding on all parties without further order of the Court. The Agency Agreement is approved pursuant to section 363 of the Bankruptcy Code. The Debtors are hereby authorized and empowered to perform under the Agency Agreement.

6. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

7. This Order and the terms and provisions of the Agency Agreement shall be binding on all of the Debtors' creditors who received notice, the Debtors, the Agent, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding.

8. The Agent shall be granted a limited license and right to use until the Sale Termination Date the Debtors' trade names, logos and customer lists relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of the Agency Agreement.

9. Subject to applicable state and local public health and safety laws ("Safety Laws"), and applicable tax, labor, employment, environmental, and consumer protection laws,

including consumer laws regulating deceptive practices and false advertising (collectively, “General Laws”), but excluding Liquidation Sale Laws (as defined herein), the Debtors and the Agent are hereby authorized to take such actions necessary and appropriate to implement the Agency Agreement and to conduct the Sale without the necessity of a further order of this Court as provided by the Agency Agreement.

10. Except as otherwise provided in the Agency Agreement with respect to the Supplemental Assets and the Jereh Option Assets, pursuant to section 363(f) of the Bankruptcy Code, the Assets sold pursuant to the Agency Agreement shall be sold free and clear of any and all mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, liens, judgments, encumbrances or claims of any kind or nature (including, without limitation, any and all “claims” as defined in section 101(5) of the Bankruptcy Code), including, without limitation, the liens and security interests of the Lender, whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these chapter 11 cases were commenced (collectively, the “Liens”), with such Liens, if any, attaching only to the Guaranteed Amount and other amounts received by the Sellers from the Agent under the Agency Agreement with the same validity, force and effect as the same had with respect to the Assets at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist. For the sake of clarity, however, nothing in this paragraph is intended to diminish the Liens in favor of the Agent, as reflected in the Agency Agreement and this Order, that attach to, among other things, the Proceeds of the Sale.

11. Except as expressly provided in the Agency Agreement, nothing in this Order or the Agency Agreement and none of the Agent’s actions taken in respect of the Sale shall be deemed to constitute an assumption by Agent of any of the Debtors’ obligations relating to any

of the Debtors' employees, nor shall Agent become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to such employees.

12. Entry into the Agency Agreement was undertaken by the parties thereto in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and the Agent shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed or modified on appeal. The reversal or modification on appeal of the approval provided herein of the Agency Agreement and to consummate the transactions contemplated thereby shall not affect the validity of such transactions, unless such approval is duly stayed pending such appeal. The Agent is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

13. The provisions of this Order shall be self-executing notwithstanding any restrictions in the Agency Agreement (other than the need for the Debtors' prior consent) on the Agent's ability to conduct the Sale in compliance with applicable laws. All newspapers and other advertising media in which the Sale may be advertised, and all Landlords are directed to accept this Order as binding authority so as to authorize the Debtors and the Agent to consummate the transactions contemplated by the Agency Agreement and to conduct the Sale, including, without limitation, conducting and advertising of the Sale in accordance with the Agency Agreement and this Order; and no further approval, license or permits of any governmental authority shall be required.

14. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, *lis pendens* or other documents or agreement evidencing Liens on or

interests in the Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Encumbrances which the person or entity has with respect to the Assets, each such person or entity is hereby directed to deliver all such statements, instruments and releases and the Debtors and the Agent are hereby granted power of attorney and authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and the Agent is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest. Each and every federal, state and local governmental unit is hereby directed to accept any and all documents and instruments necessary or appropriate to give effect to the Sale and related transactions.

15. All entities that are presently in possession of some or all of the Assets or other property in which the Debtors hold an interest that are or may be subject to the Agency Agreement hereby are directed to surrender possession of such Assets or other property to the Agent.

16. Any third party holding documents of title to any of the Assets shall (a) immediately relinquish such title documents to the Debtors, in no event later than three (3) Business Days after the Debtors' request such title, and shall otherwise cooperate with the Debtors to deliver such title documents to the Debtors free and clear of such third party's liens, charges, security interests and other encumbrances, or (b) in the event any such title documents have been lost or cannot be delivered to the Debtors within the timeframe set forth in the preceding clause (a), cooperate with the Debtors in good faith to (i) assist the Debtors in obtaining replacement title documents in an expeditious manner and (ii) take such other steps

such that the Debtors can transfer the titled assets, including, without limitation, providing a release of lien letter with detailed information about the vehicle and the title and stating that such party releases its liens, charges, security interests and other encumbrances and completing any necessary forms. In addition, any third party who holds title documents to any of the Assets shall promptly take such other steps reasonably requested by the Debtors to enable the Debtors to facilitate the timely sale of the titled Assets. Any third party who holds title documents to any of the Assets or has a lien, charge, security interest or other encumbrance on any titled Asset hereby appoints the Agent as such party's true and lawful proxy and attorney in connection with the release of any such lien, charge, security interest or other encumbrance and the sale or transfer of such Assets, with full power of substitution, to execute and deliver lien releases and other transfer documents (including, without limitation, title documents) in connection with the sale and/or transfer of any of the Assets on behalf of the Debtors pursuant to the Agency Agreement, provided, however, that notwithstanding the provision of such materials, including releases by third parties, no liens or encumbrances shall be released until the sale of such asset. The proxies and powers granted by each third party pursuant to this paragraph are coupled with an interest.

17. If any parties or persons, including but not limited to landlords, subtenants, utility companies, governmental agencies (except to the extent provided otherwise in this Order), sheriffs, marshals or other public officers, creditors and all those acting for or on their behalf, believe that cause exists to: (a) prohibit the Agent from advertising the Sale, to the extent same is consistent with the Agency Agreement; (b) in any way interfere with or otherwise impede the conduct of the Sale or the use or maintenance of the Assets and other assets of the Debtors located at the Facilities; or (c) institute any action or proceeding in any court or other administrative body having as its objective the obtaining of an order or judgment against the

Debtors, the Agent or a third party which might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sale and/or seek to recover damages for breach(es) of covenants or provisions in any lease or sublease based upon any relief authorized herein, this Court shall retain exclusive jurisdiction to resolve such dispute, and such parties or persons shall take no action against the Debtors, the Agent, any third party or the Sale until this Court has resolved such dispute. This Court shall hear the request of such persons or parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

18. Nothing in this Order or the Agency Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the Agency Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the Agent is an operator with respect to any environmental law or regulation. Moreover, the Sale shall not be exempt from, and the Agent shall be required to comply with, laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, "General Laws"). Nothing in this Order shall alter or affect the Debtors' and Agent's obligations to comply with all applicable federal safety laws and

regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as defined in Bankruptcy Code section 101(27)) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors' or the Agent's right to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise, pursuant to Paragraph 17 hereunder. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

19. To the extent that the Sale is subject to any federal, state or local statute, ordinance, or rule, or licensing requirement solely directed at regulating "going out of business," "store closing," similar inventory liquidation sales, or bulk sale laws, including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the Sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to store closing or liquidation sales (each a "Liquidation Sale Law" and together, the "Liquidation Sale Laws"), the following provisions shall apply:

a. Provided that the Sale is conducted in accordance with the terms of this Order and the Agency Agreement, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors and Agent shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sale in accordance with the terms of this Order without the necessity of further showing compliance with any Liquidation Sale Laws.

b. Within three (3) business days of entry of this Order, the Debtors shall serve copies of this Order and the Agency Agreement via e-mail, facsimile or overnight mail, on the following: (i) the Attorney General's office for each state where the Assets are located, (ii) the county consumer protection agency or similar agency for each county where the Assets are located, (iii) the division of consumer protection for each state where the Assets are located, and (iv) the chief legal counsel for the local jurisdiction where the Assets are located.

c. To the extent there is a dispute arising from or relating to the Sale, this Order or the Agency Agreement, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within fourteen (14) days following service of this Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute to counsel for the Debtor and counsel for the Agent at the addresses set forth in the Agency Agreement so as to ensure delivery thereof within one (1) business day thereafter. If the Debtors, the Agent and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen (15) days of service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a "Dispute Resolution Motion").

d. In the event a Dispute Resolution Motion is filed, nothing in this Order shall preclude the Debtors, the Agent or other interested party from asserting (i) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code or (ii) that neither the terms of this Order nor the conduct of the Debtors or the Agent pursuant to this Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors' or the Agent's ability to conduct or to continue to conduct the Sale pursuant to this

Order and the Agency Agreement, absent further order of this Court. The Court grants authority for the Debtors and the Agent to conduct the Sale pursuant to the terms of this Order and the Agency Agreement and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

e. If, at any time, a dispute arises between the Debtors and/or the Agent and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (b) and (c) hereunder by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Laws shall be made *de novo*.

20. Except to the extent the rights of Governmental Units are expressly reserved elsewhere in this Order, the Debtors and the Agent are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct the Sale without necessity of further order of this Court as provided in the Agency Agreement.

21. This Court shall retain exclusive jurisdiction with regard to all issues or disputes in connection with the Order and the relief provided for herein, including, without limitation, to protect the Debtors and/or the Agent from interference with the Sale, and to resolve any disputes related to the Sale or arising under the Agency Agreement or the implementation thereof.

22. The Agent shall not be liable for any claims against the Debtors other than as expressly provided for in the Agency Agreement.

23. The Debtors, the Agent and each of their respective officers, employees and agents are hereby authorized to execute such documents and to do such acts as are necessary or desirable to carry out the Sale and effectuate the Agency Agreement and the related actions set forth therein.

24. Upon the payment of the Initial Guaranty Payment, the Agent shall have, subject to the Agent's obligations to pay the Guaranteed Amount and share the Proceeds pursuant to the terms of the Agency Agreement, a valid duly perfected Lien and security interest in the Assets and any Proceeds to which Agent is entitled in accordance with the terms of the Agency Agreement without the need for any filing under the UCC or otherwise, which Lien shall be granted under section 364(c) of the Bankruptcy Code, and which Lien shall be free of any potential rights of the Debtors or any chapter 7 or chapter 11 trustee to surcharge against the Assets and the Proceeds pursuant to section 506(c) of the Bankruptcy Code; provided that, (i) the Agent's Lien shall be junior only to the Lien of the lenders under the Sellers' currently outstanding DIP Facility as in existence on the date hereof and shall not be junior or subordinate to or pari passu with the Liens or claims of any other Person, whether under section 364(d) of the Bankruptcy Code or otherwise, including without limitation any Lien that is avoided or preserved for the benefit of the Sellers' estates under section 551 of the Bankruptcy Code, (ii) the Agent's Lien, which shall be senior to all other persons other than the currently outstanding DIP Facility as in existence on the date hereof, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (iii) upon the payment and satisfaction in full of the Debtors' currently outstanding DIP Facility and the

discharge of the Liens thereunder, the Agent shall have a first priority, valid duly perfected Lien and security interest in such Assets and any Proceeds which is senior to all persons, including all creditors of the Debtors. No Lien or claim having a priority superior to or *pari passu* with those granted to the Agent other than the Liens of the lenders under the currently outstanding DIP Facility as in existence on the date hereof shall be granted or allowed while any obligations to the Agent remain outstanding.

25. The provisions of this Order and the Agency Agreement and any actions taken pursuant hereto or thereto shall survive entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtors, or which may be entered converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement as well as the rights and interests granted pursuant to this Order and the Agency Agreement shall continue in this or any successor case and shall be binding upon Debtors, the Agent and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or 11 of the Bankruptcy Code. Any trustee appointed in these cases shall be and hereby is authorized and directed to comply with the terms of this Order and the Agency Agreement, and the Agent and the trustee shall be and hereby are authorized to perform under the Agency Agreement upon the appointment of a trustee without the need for further order of this Court.

26. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors and the Agent, as applicable, are permitted to abandon property of the Debtors' estates in accordance with the terms and provisions of the Agency Agreement, without incurring liability to any person or entity except as set forth in the Agency Agreement. The Agent shall file a notice on the docket of the abandonment of any property of the Debtors. In the event of any such abandonment, all

applicable landlords shall be authorized to dispose of such property without any liability to any individual or entity that may claim an interest in such abandoned property, and such abandonment shall be without prejudice to any landlord's right to assert any claim based on such abandonment and without prejudice to the Debtor or other party in interest to object thereto. In the event the Agent delivers a Sale Termination Notice to the Debtors, the Agent shall be deemed to have abandoned all rights to any Assets located at such Facility as of the date the Sale Termination Notice is delivered to the Sellers, and the Sellers shall have no obligation or liability under the Agency Agreement or otherwise to the Agent with respect to the Assets located at such Facility. For the avoidance of doubt, Agent shall be responsible for all costs, expenses and liabilities associated with any such abandoned Assets.

27. The Assets shall be sold by the Agent and any buyer thereof shall acknowledge that the Assets are being purchased on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, based solely on such buyer's own investigation of the Asset, without any representation or warranty other than those specifically made by the Agent in section 12.1(g) of the Agency Agreement.

28. Pursuant to the terms of the Agency Agreement, all sales, excise, gross receipts and other taxes attributable to sales of Assets payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Assets and collected by the Agent, on behalf of the applicable Debtor, and deposited into a segregated account designated by the Agent solely for the deposit of such Sales Taxes (the "Sales Taxes Account"). The Debtors shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Sales Tax. The Debtors shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Agent shall

promptly remit all Sales Taxes collected in accordance with the Agency Agreement to the Debtors and the Debtors shall pay all such Sales Taxes to the appropriate governmental authority when due. The Debtors will be given access to the computation of gross receipts for verification of all such Sales Tax collections.

29. This Order does not enjoin, suspend or restrain the assessment, levy or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

30. The Agent shall have the right to use the Debtors' locations in Abbeville, Louisiana, Carencro, Louisiana and Monessen, Pennsylvania and all related services, furniture, fixtures, equipment, security equipment and other assets of the Debtors as designated hereunder for the purpose of conducting the Sale, free of any interference from the Debtors; provided, however, that Debtors shall have the right for one hundred eighty (180) days to continue to utilize the computer equipment and software, furniture, offices and related assets located at 4023 Ambassador Caffery Parkway, Suite 200, Lafayette, LA 70503, provided that Agent shall have the right to market, inspect and sell such Assets after ninety (90) days for delivery after the Sale Termination Date, and Debtors shall provide to the Agent access to such Assets for such purposes.

31. This Order constitutes an authorization of conduct by the Debtors and nothing contained herein shall be deemed to constitute a ruling with regard to the sovereign immunity of any state, and the failure of any state to object to the entry of this Order shall not operate as a waiver with respect thereto.

32. The Court shall retain jurisdiction with respect to any matters, claims, rights, or disputes arising from or related to the implementation of this Order.

33. The transactions contemplated by the Agency Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

34. Notwithstanding Bankruptcy Rules 6004, and 6006, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Agent are free to perform under the Agency Agreement at any time, subject to the terms of the Agency Agreement, and the Agent shall be afforded the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agency Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

35. The Agent is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Agency Agreement and the conduct of the Sale.

36. The Debtors are authorized and directed to perform their obligations under the Agency Agreement.

37. **Nations**. The Agent, on behalf of the Debtors, is hereby authorized to sell pursuant to the terms of the Agency Agreement and this Order those certain sixty-three (63) 2013 Peterbilt Model 388 Tractors (collectively, the "Nations Assets") leased to the Debtors by Nations Fund I, Inc. ("Nations") under those certain Master Lease Agreements between Green Field Energy Services, Inc. and Nations. The sale of the Nations Assets by the Agent, on behalf of the Debtors, in accordance with this Order and the Agency Agreement shall constitute a sale and transfer of the Nations Assets to the third party purchaser free and clear of all Encumbrances. Nations shall cooperate with the Debtors and the Agent (at the cost and expense of the Debtors) to transfer the Nations Assets and to take such other reasonable steps, including,

without limitation, transferring the titles to the Nations Assets to the Debtors and/or the Agent promptly but in any event no later than two days after entry of this Order with such notations, endorsements and lien releases as shall be necessary or reasonably required by the Debtors or the Agent to enable the Agent to transfer the Nations Assets to a third party purchaser free and clear of Encumbrances. The Agent, on behalf of the Debtors, shall remit the first \$5,650,000.00 (the "Nations Claim Amount") of the Proceeds of the Sale, directly to Nations in increments of no less than \$500,000 until such time as the Nations Claim Amount has been paid in full. To the extent that the Nations Claim Amount is not paid in full from the Proceeds of the Sale at the time the Agent is due to pay the Unpaid Balance to the Debtors in accordance with the terms of the Agency Agreement, the Agent shall remit and pay directly to Nations the remaining unpaid amount of the Nations Claim Amount on the date such Unpaid Balance is due in accordance with the terms of the Agency Agreement. The foregoing notwithstanding, full payment of the outstanding amount of the Nations Claim Amount shall be due by the Debtors to Nations no later than April 30, 2014, to the extent not previously paid by the Agent to Nations in accordance with the foregoing terms. Upon payment in full of the Nations Claim Amount to Nations, Nations shall have no further claim against, and shall be entitled to no further recovery from, the Debtors or the Debtors' estates, other than claims or amounts due to Nations for reimbursement of its costs and expenses for assisting the Debtors in transferring title of the Nations assets to the Debtors and/or the Agent as provided above. Upon payment in full of the Nations Claim Amount, the Debtors' claims and noticing agent shall be authorized to mark any Proofs of Claim as withdrawn on the official claims register in these Chapter 11 Cases and any scheduled amount for Nations shall be deemed paid in full.

38. Carl Marks. The Completion Fee (as defined in that certain *Order Authorizing Debtors to Employ and Retain Carl Marks Advisory Group LLC as Investment Banker to Green Field Energy Services Inc., et. al., Nunc Pro Tunc to Petition Date* [Docket No. 184] (the “Carl Marks Retention Order”), owed by the Debtors to Carl Marks pursuant to the Carl Marks Retention Order and the Investment Banking Agreement (as defined in the Carl Marks Retention Order), shall be set aside in a segregated account and paid by the Debtors to Carl Marks immediately upon the entry of an order approving a fee application for final allowance of compensation and reimbursement of expenses as set forth in the Carl Marks Retention Order.

39. Payment of DIP Obligations. A portion of the Initial Guaranty Payment in an amount equal to the outstanding obligations under the DIP Facility (the “DIP Obligations”) which, for the avoidance of doubt, shall not include any “Make-Whole Fee” as none is due and owing on account of the Agency Agreement, shall be paid directly by the Agent to the Co-Administrative Agents (as defined in the DIP Facility) on the date on which the Agent is required to pay the Initial Guaranty Payment to the Sellers as set forth in Section 5.3 of the Agency Agreement by wire transfer for distribution to the DIP Lenders (as defined in the DIP Facility) as indefeasible payment on the DIP Obligations. The remaining portion of the Initial Guaranty Payment shall be paid directly by the Agent to the Sellers as set forth in Section 5.3 of the Agency Agreement.

40. Ford. Ford Credit. The Agent, on behalf of the Debtors, is hereby authorized to sell pursuant to the terms of the Agency Agreement, as amended on March 13, 2014 (“Agency Agreement”) and this Order that certain 2007 Ford with VIN 1FTWX32P27EA95224 (“2007 Ford”) and those certain seventy-three (73) Ford vehicles, excluding the 2012 Ford Fusion referred to below (collectively, the “Ford Credit Assets”), which are listed on Exhibit A to that

certain objection and reservation of rights filed by Ford Motor Credit Company LLC ("Ford Credit") on February 14, 2014 (the "Ford Credit Objection") [Docket No. 520]. The sale of the Ford Credit Assets by the Agent in accordance with this Order and the Agency Agreement shall constitute a sale and transfer of the Ford Credit Assets to the third party purchaser free and clear of all Encumbrances. Ford Credit shall cooperate with the Debtors and the Agent (at the cost and expense of the Debtors) to take such reasonable steps, including, without limitation, delivering the titles to the Ford Credit Assets to the Agent at Gordon Brothers Group, 800 Boylston Street, 27th Floor, Boston, MA 02199, Attention: Jim Lightburn, promptly but in any event no later than two (2) business days after entry of this Order with such notations, endorsements and lien releases as shall be necessary or reasonably required by the Agent to enable the Agent to transfer the Ford Credit Assets to a third party purchaser free and clear of Encumbrances; provided, however, that Ford Credit shall deliver title of that certain 2007 Ford and that certain 2012 Ford with VIN 1FTFW1EF4CFC02045 to the Agent within two (2) business days of receipt by Ford Credit of the duplicate titles. The Agent shall remit the amount of \$1,253,657.00 (the "Ford Credit Claim Amount") of the Proceeds of the Sale, after the Nations Claim Amount is paid in full, directly to Ford Credit in increments of no less than \$100,000 until such time as the Ford Credit Claim Amount has been paid in full. To the extent that the Ford Credit Claim Amount is not paid in full from the Proceeds of the Sale or by the Debtors directly at the time the Agent is due to pay the Unpaid Balance in accordance with the terms of the Agency Agreement, the Agent shall remit and pay directly to Ford Credit the remaining unpaid amount of the Ford Credit Claim Amount on the date such Unpaid Balance is due in accordance with the terms of the Agency Agreement. The foregoing notwithstanding, full payment of the outstanding amount of the Ford Credit Claim Amount shall be paid to Ford

Credit no later than April 30, 2014, to the extent not previously paid by the Agent or Debtors to Ford Credit in accordance with the foregoing terms. Ford Credit shall have a fully secured lien in the Proceeds of the Sale realized after payment of the Initial Guaranty Payment to the Debtors and all payments to Nations contemplated hereunder, and in the Unpaid Balance of \$15,000,000 to be paid by the Agent. Upon payment in full of the Ford Credit Claim Amount to Ford Credit, Ford Credit shall have no further claim against, and shall be entitled to no further recovery from, the Debtors or the Debtors' estates, other than reimbursement of its reasonable and documented costs and expenses for assisting the Debtors or the Agent and delivering titles of the Ford Credit assets to the Agent as provided above. Upon payment in full of the Ford Credit Claim Amount, the Debtors' claims and noticing agent shall be authorized to mark any Proofs of Claim as withdrawn on the official claims register in these Chapter 11 Cases and any scheduled amount for Ford Credit shall be deemed paid in full, and the lien provided herein shall terminate automatically without the need for the filing of any notice of termination or otherwise. In the event of conflict or inconsistency between the Agency Agreement and this paragraph of the Sale Order titled "Ford Credit", the terms in this Ford Credit paragraph will govern. In addition to the foregoing payment, Ford Credit has relief from the automatic stay pursuant to 11 U.S.C. 362 to sell and retain all proceeds of the 2012 Ford Fusion which the Debtors leased and which lease was rejected in an Order dated December 12, 2013.

41. AECA/ITAR. Notwithstanding any provision to the contrary in the Sale Motion, implementing Sale documents or this Sale Order, the Debtors and GBCI agree that Sale Assets will be sold in compliance with the provisions of the Arms Export Control Act ("AECA") and the International Traffic in Arms Regulations ("ITAR") and the Debtors and GBCI shall comply with applicable federal non-bankruptcy law, including but not limited to AECA and ITAR.

42. Taxing Authorities. From the proceeds of the sale of any of the Debtors' assets located in the state of Texas, or previously located and subject to taxation in Texas, on April 30, 2014, the amount of \$1,500,000 shall be set aside by the Debtors in a segregated account as adequate protection for the asserted secured claims of Dallas County, Harris County, Irving ISD, Parker CAD, Harrison County and the Harrison Central Appraisal District (the "Objecting Texas Tax Authorities") prior to the distribution of any proceeds to any other creditor. The liens of the Objecting Texas Tax Authorities shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of the Objecting Texas Tax Authorities, an admission by the Debtors of the existence or validity of any lien of the Objecting Texas Tax Authorities, nor a cap on the amounts the Objecting Texas Tax Authorities may be entitled to receive. Furthermore, the claims and liens of the Objecting Texas Tax Authorities shall remain subject to any objections that the Debtors or any other party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These funds may be distributed upon agreement between the Objecting Texas Tax Authorities and the Debtors, or by subsequent order of the Court, including estimation under Section 502(c) of the Bankruptcy Code, duly noticed to the Objecting Texas Tax Authorities.

43. With respect to the claim of Parker CAD for unpaid 2012 ad valorem taxes (the "Parker CAD 2012 Claim"), if an agreement is not reached within 60 days from entry of this Order as to the allowance of the Parker CAD 2012 Claim, and the Parker CAD 2012 Claim is not otherwise withdrawn, the Debtors shall file an objection to the Parker CAD 2012 Claim which shall be set for hearing no later than 30 days after the filing of such objection. The amount of the

allowed Parker CAD 2012 Claim, if any, shall be paid within 15 days from the entry of the order on any objection to the Parker CAD 2012 Claim.

44. Upon payment or other resolution of the Parker CAD 2012 Claim, or upon agreement by Parker CAD, the balance of the proceeds in the segregated account may be released to the Debtors (or their successor), except that \$195,000 shall be held in the account as adequate protection for the administrative expense claims of the other Objecting Texas Tax Authorities.

45. With respect to the administrative expense claims of the other Objecting Texas Tax Authorities for 2014 ad valorem taxes, those claims shall be paid pursuant to the confirmed plan of reorganization, or if no plan is confirmed by then, upon final determination of the assessed amount and receipt of the tax bill. The 2014 taxes shall be paid on or before December 1, 2014, unless the taxes are under protest pursuant to applicable non-bankruptcy law, or the Debtors (or their successor) have filed an objection to the claims as of that date.

Dated: March 14, 2014

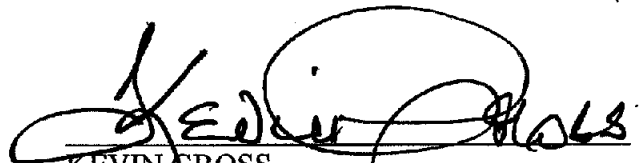

KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Agency Agreement

EXECUTION COPY

AGENCY AGREEMENT

This Agency Agreement (this "Agreement") is made as of this 7th day of February, 2014 by and among Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company with a principal place of business at 800 Boylston Street, 27th Floor, Boston, MA 02199 (the "Agent"), Green Field Energy Services, Inc., a Delaware corporation with a principal place of business at 4023 Ambassador Caffery Pkwy, Suite 200, Lafayette, LA 70503 (the "Company"), Hub City Tools, Inc., a Louisiana corporation with a principal place of business at 4023 Ambassador Caffery Pkwy, Suite 200, Lafayette, LA 70503 ("Hub City"), and Proppant One, Inc., a Delaware corporation with a principal place of business at 4023 Ambassador Caffery Pkwy, Suite 200, Lafayette, LA 70503 ("Proppant One" and together with the Company and Hub City, the "Sellers").

RECITALS

WHEREAS, on October 27, 2013, the Sellers filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Sellers' chapter 11 cases (the "Chapter 11 Cases") are pending in the Bankruptcy Court before the Honorable Kevin Gross and are jointly administered under Case No. 13-12783.

WHEREAS, the Sellers desire that the Agent act as the Seller's exclusive sales agent in connection with the sale (as referenced below, the "Sale") of the assets described on Exhibit A attached hereto (the "Assets"), which Assets shall include the machinery, equipment and inventory, together with manuals (to the extent available) and spare parts associated with or related to the machinery, equipment and inventory, owned by the Sellers, as the same shall exist on the date the Approval Order is entered by the Bankruptcy Court (other than for the avoidance of doubt any assets described on Exhibit B hereto (the "Excluded Assets")) and located at or in the Company's facilities set forth on Exhibit C attached hereto and made a part hereof that are owned or leased by any Seller (collectively, the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent and Sellers hereby agree as follows:

Section 1. Defined Terms. The terms set forth below are defined in the Sections referenced of this Agreement:

| <u>Defined Term</u> | <u>Section Reference</u> |
|---------------------------|--------------------------|
| Agency Accounts | Section 8.2 |
| Agency Documents | Section 12.1(b) |
| Agent | Preamble |
| Agent Claim | Section 13.5 |
| Agent Indemnified Parties | Section 14.2 |
| Agreement | Preamble |
| Approval Motion | Section 2.2 |

| <u>Defined Term</u> | <u>Section Reference</u> |
|--------------------------|--------------------------|
| Approval Order | Section 2.1 |
| Assets | Recitals |
| Asset Impairment Notice | Section 6.1 |
| Asset Impairment Value | Section 6.1 |
| Auction | Section 17.1 |
| Bankruptcy Code | Recitals |
| Bankruptcy Court | Recitals |
| Bidding Procedures Order | Section 2.2 |
| Breakup Fee | Section 17.3 |
| Business Day | Section 5.5(b) |
| Chapter 11 Cases | Recitals |
| Company | Preamble |
| Competitive Transaction | Section 17.2 |
| Damages | Section 14.2 |
| Deposit | Section 5.2 |
| Designated Account | Section 5.3(a) |
| DIP Facility | Section 2.3(b) |
| Escrow Agent | Section 5.2 |
| Escrow Agreement | Section 5.2 |
| Excluded Assets | Recitals |
| Exclusivity Period | Section 17.2 |
| Expense Reimbursement | Section 17.3 |
| Facilities | Recitals |
| Final Order | Section 2.1 |
| Final Reconciliation | Section 5.6(b) |
| GB Group | Section 18.11 |
| Guaranteed Amount | Section 5.1 |
| Hub City | Preamble |
| Indemnified Party | Section 14.7(a) |
| Indemnifying Party | Section 14.7(a) |
| Initial Guaranty Payment | Section 5.3(a) |
| Jereh Option Assets | Section 7.2 |
| Liens | Section 2.4(c) |
| Proceeds | Section 8.1 |
| Proppant One | Preamble |
| Resolution Period | Section 6.2 |
| Sale | Recitals |
| Sale Commencement Date | Section 3 |
| Sale Term | Section 3 |
| Sale Termination Date | Section 3 |
| Sale Termination Notice | Section 3 |
| Sales Taxes | Section 9.1 |
| Sales Taxes Account | Section 9.1 |
| Seller Receipts | Section 5.1 |

| <u>Defined Term</u> | <u>Section Reference</u> |
|---------------------|--------------------------|
| Sellers | Preamble |
| Supplemental Assets | Section 7.3 |
| Unpaid Balance | Section 5.1 |

Section 2. Appointment of Agent.

2.1 Subject to entry of a Final Order authorizing the Sellers to enter into this Agreement and authorizing Agent to conduct the Sale in accordance with the terms of this Agreement (such Final Order, the "Approval Order"), each Seller hereby irrevocably appoints the Agent, and the Agent hereby agrees to serve, as the Sellers' exclusive agent for the limited purpose of conducting the Sale in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, "Final Order" means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in Sellers' Chapter 11 Case or the docket of such other court, which has not been modified, amended, reversed, vacated, stayed or subject to a motion for a stay pending appeal.

2.2 Within one (1) Business Day of the execution of this Agreement, the Sellers shall file a motion (the "Approval Motion") with the Bankruptcy Court for entry of an order, *inter alia*, seeking (i) the entry of an order approving the bidding procedures (the "Bidding Procedures Order") and (ii) entry of the Approval Order.

2.3 The Bidding Procedures Order shall be entered on or before February 27, 2014 and shall provide, in a form reasonably satisfactory to both the Sellers and the Agent, among other things, that:

- (a) The Breakup Fee and Expense Reimbursement are approved.
- (b) The claim of the Agent in respect of the Breakup Fee and Expense Reimbursement shall constitute a super-priority administrative expense claim, senior to all other administrative expense claims of the Sellers, as administrative expenses under Sections 503 and 507(b) of the Bankruptcy Code in the Chapter 11 Cases *provided* that, the Agent's superpriority claims shall be junior only to the superpriority claims of the lenders under the Sellers' debtor in possession credit facility in the Chapter 11 Cases (the "DIP Facility"). The Breakup Fee and Expense Reimbursement shall be paid directly to the Agent by wire transfer from the successful bidder solely out of the first proceeds of the alternative transaction pursued by the Sellers in lieu of closing hereunder with the Agent.
- (c) The Auction shall be scheduled within thirty-five (35) days of the execution of this Agreement.
- (d) A hearing to consider the Approval Order shall be held within three (3) Business Days following the close of the Auction.
- (e) The bidding increments at the Auction shall be \$200,000 and the other bidding procedures shall be those set forth in the Bidding Procedures Order. The Sellers

shall take into account the Breakup Fee and Expense Reimbursement in each round of bidding at the Auction.

2.4 The Approval Order shall provide, in a form reasonably satisfactory to both the Sellers and the Agent, among other things, that:

(a) the terms of this Agreement (and each of the transactions contemplated hereby) are approved and the Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, heirs, successor and assigns, including, but not limited to any Chapter 7 or Chapter 11 trustee appointed by the Bankruptcy Court;

(b) the Sellers and the Agent shall be authorized to continue to take any and all actions as may be necessary or desirable to implement this Agreement and each of the transactions contemplated hereby;

(c) the Agent shall be entitled to sell all of the Assets hereunder free and clear of all liens, claims and encumbrances thereon other than with respect to the Supplemental Assets and the Jereh Option Assets (collectively, "Liens"), with any presently existing Liens encumbering all or any portion of the Assets or the Proceeds attaching only to the Guaranteed Amount and other amounts received by the Sellers from the Agent under this Agreement;

(d) Agent shall have the right to use the Sellers' locations in Abbeville, Louisiana and Carencro, Louisiana and Monessen, Pennsylvania and all related services, furniture, fixtures, equipment, security equipment and other assets of the Sellers as designated hereunder for the purpose of conducting the Sale, free of any interference from the Sellers; provided, however, that Sellers shall have the right for one hundred eighty (180) days to continue to utilize the computer equipment and software, furniture, offices and related assets located at 4023 Ambassador Caffery Parkway, Suite 200, Lafayette, LA 70503, provided that Agent shall have the right to market, inspect and sell such Assets after ninety (90) days for delivery after the Sale Termination Date, and Sellers shall provide to the Agent access to such assets for such purposes;

(e) Agent shall be granted a limited license and right to use until the Sale Termination Date the Sellers' trade names, logos and customer lists relating to and used in connection with the operation of the Assets, solely for the purpose of advertising the Sale in accordance with the terms of this Agreement;

(f) all newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Approval Order as binding and to allow the Sellers and the Agent to consummate the transactions provided for in this Agreement, including, without limitation, the conducting and advertising of the Sale in the manner contemplated by this Agreement;

(g) to the extent permitted by applicable law, all utilities, landlords, creditors and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the Sale, institute any action in any court (other than in the Bankruptcy Court) or

before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct of the Sale;

(h) the Bankruptcy Court shall retain jurisdiction over the parties to enforce this Agreement;

(i) the Agent shall not be liable for any claims (other than intentional fraud) against any Seller other than as expressly provided for in this Agreement, and Agent shall have no successor liabilities whatsoever;

(j) upon the payment of the Initial Guaranty Payment, the Agent shall have, subject to Agent's obligations to pay the Guaranteed Amount and sharing the Proceeds pursuant to the terms of this Agreement, a valid duly perfected lien and security interest in the Assets and any Proceeds to which Agent is entitled in accordance with the terms of this Agreement without the need for any filing under the UCC or otherwise, which lien shall be granted the status of superpriority claims in the Sellers' Chapter 11 Cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims, and which lien shall be free of any potential rights of the Debtors or any Chapter 7 or Chapter 11 trustee to surcharge against the Assets and the Proceeds pursuant to section 506(c) of the Bankruptcy Code; *provided that*, (i) the Agent's lien shall be junior only to the lien of the lenders under the Sellers' currently outstanding DIP Facility as in existence on the date hereof and shall not be junior or subordinate to or *pari passu* with the Liens or claims of any other Person, whether under section 354(d) of the Bankruptcy Code or otherwise, including without limitation any Lien that is avoided or preserved for the benefit of the Sellers' estates under section 551 of the Bankruptcy Code (ii) the Agent's lien, which shall be senior to all other persons other than the currently outstanding DIP Facility as in existence on the date hereof, cannot be primed without the prior written consent of the Agent, which may be granted or withheld in the sole discretion of the Agent, and (iii) upon the payment and satisfaction in full of the Sellers' currently outstanding DIP Facility and the discharge of the Liens thereunder the Agent shall have a first priority, valid duly perfected Lien and security interest in such Assets and any Proceeds which is senior to all persons, including all creditors of the Sellers. No Lien or claim having a priority superior to or *pari passu* with those granted to the Agent other than the Liens of the lenders under the currently outstanding DIP Facility as in existence on the date hereof shall be granted or allowed while any obligations to the Agent remain outstanding.

(k) a finding that each Seller's decision to enter into this Agreement and perform under this Agreement (including, but not limited to, making payments provided for in the Agreement) is a reasonable exercise of such Seller's sound business judgment consistent with its fiduciary duties and is in the best interests of such Seller, its estates, its creditors, and other parties in interest;

(l) a finding that this Agreement was negotiated in good faith and at arms' length between the Sellers and the Agent and that the Agent is entitled to the protection of section 363(m) of the Bankruptcy Code;

(m) a finding that the Agent's performance under this Agreement will be, and payment of the Guaranteed Amounts and sharing of the Proceeds under this Agreement

will be made, in good faith and for valid business purposes and uses, as a consequence of which Agent is entitled to the protection and benefits of sections 363(m) and 364(e) of the Bankruptcy Code; and

(n) a finding that in the event any of the provisions of the Approval Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, the Agent shall be entitled to the protections provided in Bankruptcy Code sections 363(m) and 364(e), no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the sale or the liens or priority authorized or created under this Agreement or the Approval Order.

Section 3. Sale Term. The Sale shall commence at each Facility on the first calendar day following the satisfaction of the conditions precedent set forth in Section 11(the "Sale Commencement Date"), and, the Agent shall complete the Sale at each Facility and vacate such Facility by no later than one hundred eighty (180) days after the Sale Commencement Date (the "Sale Termination Date" (subject to Sections 10 and 12.1(i)); the period from the Sale Commencement Date to the Sale Termination Date as to each Facility being the "Sale Term"); provided, however, that (i) if requested by the Agent, the Sale Termination Date may be extended on terms to be mutually agreed by the parties acting in good faith, provided that the parties acknowledge and agree that all costs and expenses of the Sellers related to such extension shall be paid by the Agent, and (ii) if the Sellers were unable to deliver all of the documents of title in accordance with Section 11(e) hereof but the Agent, in its sole and absolute discretion, waives such condition and commences the Sale (which it shall have no obligation to do), the Sale Termination Date shall be extended for a period of time equal to the number of days which have elapsed since the Sale Commencement Date and the date by which all of the remaining documents of title were provided to the Agent, such extension not to exceed three (3) months, provided that all costs and expenses of the parties and the Sale related to such extension shall be paid by the Sellers. The Agent may, in its discretion, terminate the Sale at any Facility upon prior written notice to Sellers (a "Sale Termination Notice"). The parties acknowledge and agree that in the event the Agent delivers to the Sellers a Sale Termination Notice, the Agent shall be deemed to have abandoned all rights to any Assets located at such Facility as of the date the Sale Termination Notice is delivered to the Sellers and the Sellers' shall have no obligation or liability under this Agreement or otherwise to the Agent with respect to the Assets located at such Facility. For the avoidance of doubt, Agent shall be responsible for all costs, expenses and liabilities associated with any such abandoned assets.

Section 4. Conduct of Sale.

4.1 Except as may otherwise be provided for in the Approval Order, the Agent shall set all operational policies and procedures for the Sale of the Assets, and the Agent shall have the right to determine the prices, the method of sale (including without limitation commercial sales, arms' length transactions and cleanup auctions as needed), and the terms and conditions to be accepted for the Assets in the Sale. The Agent shall conduct the Sale in the name of and on behalf of the Sellers. The Agent shall be permitted to establish and implement advertising, signage and promotion programs in connection with the Sales.

4.2 All purchasers of Assets shall be required to pay applicable sales or transfer taxes arising solely in connection with the sale of the Assets pursuant to this Agreement. Sellers shall be responsible for any personal property tax assessed or payable with respect to the Assets as assets of any Seller. In no event shall the Agent be responsible for any such personal property tax.

4.3 All purchasers of Assets shall be required to pay the Agent for the Assets by cash, wire transfer of immediately available funds, or by certified or bank check.

4.4 All Sales of Assets shall be made by the Agent as agent in fact for the Sellers. Title to the Assets shall remain with the Sellers throughout the Sale Term, unless and until paid for by, and transferred to, a purchaser through a Sale.

4.5 Subject to the terms and conditions of this Agreement, during the Sale Term the Agent shall be the sole party authorized to sell the Assets. The Assets shall be sold in such lots as the Agent may determine.

4.6 The Assets shall be sold and any buyer thereof shall acknowledge that the Assets are being purchased on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, based solely on such buyer's own investigation of the Asset, without any representation or warranty other than those specifically made by the Sellers in Section 12.1(g) of this Agreement. Any buyer of the Assets shall further acknowledge that the consideration for the Assets shall have been agreed upon by the Agent on behalf of the Sellers and the buyer after good-faith arms-length negotiation in light of the buyer's agreement to purchase the Assets "AS IS" and "WITH ALL FAULTS." The Sellers acknowledge that the Agent is acting solely in its capacity as an agent for the Sellers and has no knowledge with respect to the fitness or usability of any of the Assets. Agent will, to the extent legally permissible, pass on all manufacturers' warranties of the Assets to purchasers of such Assets.

4.7 Each Seller hereby appoints the Agent as such Seller's true and lawful proxy and attorney in connection with the sale or transfer of any of the Assets, with full power of substitution, to execute and deliver bills of sale (substantially in the form attached hereto as Exhibit E) and other transfer documents (including, without limitation, title documents) in connection with the sale and/or transfer of any of the Assets on behalf of the Seller pursuant to the terms of this Agreement. The proxies and powers granted by each Seller pursuant to this Section 4.7 are coupled with an interest and are given to secure the performance of such Seller's duties under this Section 4.7. Such proxies are irrevocable until the Sale Termination Date and will survive the merger, consolidation, liquidation or dissolution of such Seller. Upon the request of the Agent, each Seller shall execute and deliver bills of sale and other transfer documents reasonably satisfactory to such Seller in connection with the sale and/or transfer of any of the Assets on behalf of such Seller pursuant to the terms of this Agreement.

4.8 The Agent shall have no duty, responsibility or obligation to sell, dismantle or remove any Assets, personal property, machinery, or equipment located at any Facility. For the avoidance of doubt, the Agent shall have the right to abandon any Asset at any Facility by providing the Sellers with a Sale Termination Notice.

4.9 The Agent shall be permitted to transfer the Assets between and among the Facilities at the Agent's sole cost and expense.

4.10 At least five (5) Business Days prior to the Sale Commencement Date, the Sellers shall, at their sole cost and expense, cause any Assets located at the Sellers' facility located at Duhon Road, Lafayette, Louisiana to be delivered to the Seller's Facility located in Carencro, Louisiana or Abbeville, Louisiana.

4.11 Prior to the Sale Commencement Date, each of the Sellers and the Agent shall obtain, and shall cooperate with one another at their own expense, to obtain, any and all necessary or required permits, licenses and consents required of such Party to conduct the Sale as contemplated hereby.

4.12 The Sellers acknowledge and agree that the Guaranteed Amount and the amounts payable to the Sellers pursuant to Section 5.4 are each predicated upon the assumption that the Assets listed on Schedule 1 to Exhibit A are available for sale as contemplated herein, other than inventory consumed in the ordinary course of business.

Section 5. Guaranteed Amount and Other Payments.

5.1 Guaranteed Amount. Except as provided in Sections 6 hereof and 14.6, as a guaranty of the Agent's performance hereunder, the Agent guarantees to the Sellers that the Proceeds of the Sale shall equal or exceed Fifty Million United States dollars (\$50,000,000) (the "Guaranteed Amount"), and in the event that the Proceeds from the Sale together with the Initial Guaranty Payment (the "Seller Receipts") do not exceed the Guaranteed Amount, the Agent shall pay the Sellers the difference between the aggregate amount of such Seller Receipts and the Guaranteed Amount (the "Unpaid Balance"). Subject to the satisfaction of the conditions precedent set forth in Section 11, the Agent shall pay to the Sellers the Guaranteed Amount in the manner and at the times specified in Section 5.5 below. For the avoidance of any doubt, in no event will the Agent pay to the Sellers more than Fifty Million United States dollars (\$50,000,000) in the aggregate unless and to the extent that the Sale Proceeds exceed Fifty Million United States dollars (\$50,000,000), including without limitation if the Sale Proceeds for any reason do not exceed Fifty Million United States dollars (\$50,000,000). For the avoidance of doubt, the Agent is not liable under this Agreement for any failure to obtain value from the Sale except to the extent of the Guaranteed Amount.

5.2 Promptly but in any case within five (5) Business Days following execution hereof an Escrow Agreement (the "Escrow Agreement") will be entered into among the Company as representative of the Sellers, the Agent and a third party escrow agent reasonably satisfactory to the parties (the "Escrow Agent"), all costs of which shall be borne exclusively by Agent, on terms mutually agreed among the parties acting in good faith and consistent with the terms and conditions of this Agreement, and the Agent shall deposit with the Escrow Agent an amount in cash equal to Five Million United States dollars (\$5,000,000) (the "Deposit") by wire transfer of immediately available funds, which Deposit (together with all accrued investment income or interest thereon) shall be held by the Escrow Agent in trust, invested as provided for in the Escrow Agreement and distributed to either the Agent or the Sellers in accordance with the terms of the Escrow Agreement and this Agreement as follows:

(a) if the Approval Order is entered on or before March 15, 2014 and the conditions precedent set forth in Section 11 are satisfied, then the Deposit, together with all accrued investment income or interest thereon, shall be applied on the Sale Commencement Date towards the payment of the Guaranteed Amount payable by the Agent to the Sellers under Section 5.3(a);

(b) if the Sellers elect as a consequence of the Auction to pursue an alternative higher or better transaction (whether with another party serving as liquidating agent, as a going concern buyer, or otherwise), the Deposit, together with all accrued investment income or interest thereon, shall be returned to the Agent on the first Business Day following the entry of the approval order for such other transaction and the Sellers shall pay the Breakup Fee and Expense Reimbursement provided for under Section 17.3 solely out of the first proceeds of such alternative higher or better transaction, in which event this Agreement shall terminate and the Parties shall have no further obligations hereunder;

(c) if the Approval Order is not entered on or before March 15, 2014 or if the conditions precedent to the Agent's obligations to perform hereunder set forth in Section 11 are not fulfilled (or waived by the Agent) on or before March 15, 2014, then each of the Sellers and the Agent shall have a right to terminate this Agreement on such date, and the Deposit, together with all accrued investment income or interest thereon, shall be returned to the Agent within one (1) Business Day of such termination, provided that the Deposit shall not be returned to the Agent if the termination results from a breach of this Agreement by the Agent. In addition, if (i) this Agreement is terminated as a result of the failure to be fulfilled of the conditions precedent to the Agent's obligations to perform hereunder set forth in Section 11 and such failure is not, in the reasonable judgment of the Agent, immaterial in nature, and (ii) following the termination of this Agreement the Sellers enter into an alternative transaction with a party who was not the Backup Bidder (as defined in the bid procedures included in the Bidding Procedures Order) at the Auction or enter into an alternative transaction with the Backup Bidder on terms which are materially less favorable to the Sellers than the terms of such Backup Bidder's backup bid, then the Sellers shall pay to the Agent the Breakup Fee, but only in an amount equal to fifty percent (50%) of the Breakup Fee provided for under Section 17.3, solely out of the first proceeds of such alternative transaction.

5.3 Payment of the Guaranteed Amount.

(a) In furtherance of Section 5.1 above, on the first Business Day following the entry of the Approval Order, the Agent shall pay a portion of the Guaranteed Amount to the Sellers by wire transfer of immediately available funds to the bank account identified by the Company in Exhibit D hereof (the "Designated Account") in an amount (the "Initial Guaranty Payment") equal to Thirty Five Million United States dollars (\$35,000,000), less the Deposit, which amounts shall be applied by the Sellers first to repay the outstanding amount of the DIP Facility in full and thereafter to the Sellers.

(b) Subject to the satisfaction of the conditions precedent set forth in Section 11, the Unpaid Balance of the Guaranteed Amount, if any, shall be paid to the Sellers on the earlier of (i) the date of the issuance of a confirmation order in the Chapter 11 Cases and (ii) the date which is forty-five (45) days after the Sale Commencement Date.

5.4 Sharing. All Proceeds of the Sale shall be paid in the following order of priority, subject in each case to any reductions, offsets or adjustments to the threshold amounts set forth below as provided in this Agreement, including without limitation under Sections 6 and 14 hereof:

(a) First, all aggregate Proceeds of the Sale up to an amount equal to \$15,000,000 shall be paid to the Sellers;

(b) Second, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause First above shall be paid to the Agent until the Agent has been repaid in full for the Agent's payment to the Sellers of the Initial Guaranty Payment;

(c) Third, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Second above shall be paid to the Agent until the Agent has been repaid in full for the Agent's payment to the Sellers of the Unpaid Balance, if any;

(d) Fourth, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Third above shall be paid to the Sellers until the Sellers have received an aggregate amount of Sixty-Seven Million Five Hundred Thousand United States dollars (\$67,500,000) from the payments to the Sellers (as applicable) of (i) the Initial Guaranty Payment, (ii) the Unpaid Balance; (iii) amounts payable under clause First hereof and (iv) amounts payable under this clause Fourth;

(e) Fifth, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Fourth above shall be paid to the Agent until the Agent has received its preferred return of \$7,350,000;

(f) Sixth, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Fifth above shall be paid to the Agent until the Agent has received an additional \$450,000; and

(g) Seventh, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Sixth above shall be paid (i) 85% to the Sellers and (ii) 15% to the Agent.

5.5 Timing of Payments; Reconciliation.

(a) Promptly, but no later than one (1) Business Day following the acceptance by the Sellers of the reconciliations described in Sections 5.6(a) and 5.6(b) hereof, any Proceeds due and owing to the Sellers pursuant to Section 5.4 hereof shall be paid by the Agent by wire transfer of immediately available funds to the Designated Account.

(b) All amounts required to be paid by the Agent under any provision of this Agreement shall be made by wire transfer of immediately available funds which shall be wired by the Agent no later than 5:00 p.m. (Eastern Time) on the date that such payment is due; provided, however, that all of the information necessary to complete the wire transfer has been received by the Agent by 10:00 a.m. (Eastern Time) on the date that such payment is due. In the event that the date on which any such payment is due is not a Business Day, then such payment

shall be made by wire transfer on the next Business Day. "Business Day" means any day of the year on which banking institutions in New York, New York are open to the public to conduct banking business and are not required or otherwise authorized by law to close.

(c) Each Seller agrees that if at any time during the Sale Term any Seller holds any amounts due to the Agent as Proceeds hereunder, the Agent may, in its discretion, offset such Proceeds being held by the Sellers against any amounts due and owing to any Seller pursuant to this Section 5 or otherwise under this Agreement. In addition, the Sellers and the Agent further agree that if at any time during the Sale Term the Agent holds any amounts due to a Seller under this Agreement, the Agent may offset such amounts being held by it against any undisputed amounts due and owing by, or required, to be paid by, any Seller hereunder. With respect to any disputed amounts, the parties shall work in good faith to resolve such disputes, failing which any party may petition the Bankruptcy Court to resolve such dispute.

5.6 Reconciliation.

(a) On each Wednesday during the Sale Term, commencing on the second Wednesday after the Sale Commencement Date, the Agent shall deliver to the Sellers for the Sellers review and approval a reconciliation prepared by the Agent of the weekly Proceeds of the Sales, any costs or expenses incurred by any party hereto that was required to have been paid by the other party hereto and any reductions in the Guaranteed Amount pursuant to Section 6.4 hereof that requires an adjustment to the amounts paid pursuant to Section 5.1 or Section 5.4 hereof. The Agent and the Sellers shall cooperate in good faith to resolve any disputes with respect to such reconciliation. Within one (1) Business Day of acceptance by the Sellers of such reconciliation, the Agent shall pay to the Sellers, or the Sellers shall pay to the Agent, as the case may be, any and all amounts due the other pursuant to such reconciliation.

(b) Within forty-five (45) days after the Sale Termination Date, the Agent and the Sellers shall jointly prepare a final reconciliation of all amounts due and owing to each other pursuant to this Agreement (including, without limitation, a summary of Proceeds received in connection with the Sale, any costs or expenses incurred by any party hereto that was required to have been have been paid by the other party hereto, any reductions in the Guaranteed Amount pursuant to Section 6.4 hereof that requires an adjustment to the amounts paid pursuant to Section 5.1 or Section 5.4 hereof, and any other accounting required hereunder (the "Final Reconciliation"). Within one (1) Business Day of completion of the Final Reconciliation, the Agent shall pay to the Sellers, or the Sellers shall pay to the Agent, as the case may be, any and all amounts due the other pursuant to the Final Reconciliation. During the Sale Term, and until all of the Agent's obligations under this Agreement have been satisfied, the Sellers and the Agent shall have reasonable access to each other's records with respect to Proceeds for the purpose of reviewing and auditing such records.

(c) In the event that there is an unresolved dispute with respect to the Final Reconciliation, such dispute shall be promptly (and in no event later than the third (3rd) Business Day following the request by either a Seller or the Agent) submitted to the Bankruptcy Court.

Section 6. Adjustments to the Guaranteed Amount.

6.1 If at any time after the date hereof and prior to the completion of the Final Reconciliation, the Agent determines that the specified Assets set forth on Schedule 1 to Exhibit A hereto are not available for sale as contemplated herein because such Assets are not located at the Facilities, other than in each case, the consumption of inventory in the ordinary course of business (which, for the avoidance of doubt, does not include a sale of the inventory to a third party), the Sellers are not able to sell the Assets free and clear of all Liens or there is a defect in the title of such Assets or such Assets are recalled, the Agent shall deliver a written notice ("Asset Impairment Notice") to the Sellers that includes (i) a list of each Asset that does not conform to the standards set forth above, (ii) a statement as to the basis of the Agent's objection to each such Asset and (iii) a good faith estimate of (x) the impairment to the fair market value of each such Asset and/or (y) in the case of a missing Asset, the fair market value of such missing Asset (the "Asset Impairment Value").

6.2 If within fifteen (15) days following delivery of the Asset Impairment Notice, no Seller has given the Agent notice of its objection to the Asset Impairment Value included in the Asset Impairment Notice (such notice must contain a reasonably detailed statement of the basis of each of such Seller's objections), then the Sellers shall be deemed to have accepted as final the Asset Impairment Values set forth in the Asset Impairment Notice. If any Seller gives a notice of objection to any of such items included in the Asset Impairment Notice, then the Sellers and the Agent shall, for a period of fifteen (15) days thereafter (the "Resolution Period"), attempt in good faith to resolve the disputed items or amounts contained therein in order to determine the Asset Impairment Value, and any written resolution, signed by each of the Sellers and the Agent, as to any such item or amount shall be final, binding, conclusive and non-appellable for all purposes hereunder, except in the case of fraud.

6.3 If any dispute related to the Asset Impairment Value or the Asset Impairment Notice is not resolved within the Resolution Period, then such dispute shall be promptly (and in no event later than the third (3rd) Business Day following the request by either a Seller or the Agent) be submitted to the Bankruptcy Court.

6.4 Upon final determination of the Asset Impairment Value contained in any Asset Impairment Notice, (a) the first Two Hundred Fifty Thousand Dollars (\$250,000) of aggregate Asset Impairment Value shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(g); (b) fifty percent (50%) of the balance of the aggregate Asset Impairment Value shall reduce the Guaranteed Amount on a dollar for dollar basis by reducing the amount payable to the Seller under Section 5.4(a); and (c) the remaining balance of the aggregate Asset Impairment Value shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(g). In furtherance of clause (b) above, if the Guaranteed Amount has already been paid in full to the Sellers (whether out of Proceeds under Section 5.4(a) or by means of the payment of the Unpaid Balance) prior the date an adjustment under clause (b) this Section 6.4 is to be made, the reduction in the Guaranteed Amount contemplated by clause (b) of this Section 6.4 shall be paid from the first Proceeds generated on or after such date regardless of the then applicable priority of payments under Section 5.4.

Section 7. Expenses.

7.1 Sale-Related Services and Facilities. The Sellers, during the ninety (90) day period commencing with the Sale Commencement Date, shall provide the Agent, at no cost or expense to the Agent whatsoever, (i) peaceful use of, and reasonable before and after hours access to, each Facility for the purpose of preparing for, conducting and completing the Sale as contemplated hereby, including pursuant to a public auction sale; (ii) twenty-four hour, seven days a week security guards for each Facility and such other security as in place at each Facility as of the date hereof; (iii) access to the employees of the Sellers set forth on Schedule 7.1, which schedule may be updated by Agent and delivered to the Sellers at least one (1) Business Day prior to the Sale Commencement Date, provided the expense incurred as a result of retaining such employees shall not exceed the aggregate amount set forth on Schedule 7.1 as of the date hereof; and (iv) utilities comprised of water, sewer, electric, heat and air conditioning. In the event the Sellers fail to provide any of the services set forth in this Section 7.1 or the peaceful use and access contemplated hereby, the Agent shall have the right to procure the same on its own behalf, the Agent shall give written prior notice of the same to the Sellers (which shall be prior notice in the event of non-emergent circumstances), and if Sellers agree with such expense then the Sellers shall immediately reimburse the Agent for such expenses actually incurred with respect to such failure to provide such services (and/or access) and procurement of the same by the Agent promptly upon the Agent providing the Sellers with reasonable documentation that such expenses have been paid. Any expenses incurred for any of the foregoing after the end of such ninety (90) day period shall be borne solely by the Agent. For the avoidance of doubt, Agent shall be permitted to terminate the services of any employee under this Agreement after such ninety (90) day period and shall not be responsible for any expenses incurred in connection with such termination.

7.2 Expenses of the Agent. The Agent or purchasers at the Sale shall be responsible for all costs and expenses of the Sale, including the cost of any of exercising any options with respect to the assets described on Schedule 3 of Exhibit A (the "Jereh Option Assets"), other than (i) the Jereh Option Assets consisting of 19 fracturing pumps, asset numbers PE-073 through PE-095, identified on Schedule 3 of Exhibit A, with respect to which the Sellers are paying the option costs and (ii) the costs and expenses of the Sale set forth in Section 7.1 above or otherwise expressly set forth in this Agreement which the Sellers have agreed to pay.

7.3 Supplemental Assets. The Sellers shall have no obligation to provide the Agent with access to, or possession of, the Assets described in Schedule 2 of Exhibit A (the "Supplemental Assets") except to the extent Sellers have possession of, such Supplemental Assets (at which point they shall cease to be Supplemental Assets for purposes of this Agreement); however, the Sellers shall cooperate with the Agent, at the Agent's expense, in obtaining possession of the Supplemental Assets.

Section 8. Sale Proceeds.

8.1 Proceeds. For purposes of this Agreement, "Proceeds" shall mean the aggregate of (a) the total amount (in dollars) of all sales of Assets made by the Agent under this Agreement (including any buyer's premiums), less (i) reasonably documented expenses directly related to the transfer of Assets to a purchaser incurred in connection therewith; and (ii) Sales

Taxes; and (b) all proceeds of Sellers' insurance for loss or damage to Assets or loss of cash arising from events occurring during the Sale Term.

8.2 Deposit of Proceeds. The Agent may establish its own accounts, dedicated solely for the deposit of the Proceeds and the disbursement of amounts payable to the Agent or Sellers hereunder (the "Agency Accounts"), and the Sellers shall promptly upon the Agent's request execute and deliver all necessary documents to open and maintain the Agency Accounts. The Agency Accounts shall be dedicated solely to the deposit of Proceeds and the disbursement of amounts payable hereunder, and the Agent shall exercise sole signatory authority and control with respect to the Agency Accounts. Upon request, the Agent shall deliver to Sellers copies of all bank statements and other information relating to such accounts. The Sellers shall not be responsible for, and the Agent shall pay as an expense hereunder, all bank fees and charges, including wire transfer charges, related to the Agency Accounts, whether received during or after the Sale Term. Upon the Agent's designation of the Agency Accounts, all Proceeds of the Sale shall be deposited into the Agency Accounts.

Section 9. Sales Taxes.

9.1 During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Assets payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Assets and collected by the Agent, on behalf of the applicable Seller, and deposited into a segregated account designated by the Agent solely for the deposit of such Sales Taxes (the "Sales Taxes Account"). The Sellers shall be responsible for the preparation of any reports or tax returns required to be filed with any governmental authority in connection with any Sales Tax. The Sellers shall sign such tax returns and promptly file the same with the appropriate governmental authority. The Agent shall promptly remit all Sales Taxes collected in accordance with this Agreement to the Sellers and the Sellers shall promptly pay all such Sales Taxes to the appropriate governmental authority. Sellers will be given access to the computation of gross receipts for verification of all such Sales Tax collections.

9.2 Without limiting the generality of Section 9.1 hereof, it is hereby agreed that as the Agent is conducting the Sale solely as agent for the Sellers, various payments that this Agreement contemplates that one party may make to the other party (including the payment by Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, no such shall be subject to Sales Taxes.

Section 10. Force Majeure. If any casualty or act of God or act of terrorism prevents or substantially inhibits the Sale or the conduct of business in the ordinary course at any Facility, the remaining Assets located at such Facility shall be transferred to other Facilities and the cost of such transfer shall be borne by the Agent, and the Sale Termination Date shall be extended by the number of days during which the Sale or conduct of the business in the ordinary course at any Facility was substantially inhibited.

Section 11. Conditions Precedent. The willingness of the Agent and the Sellers to enter into the transactions contemplated under this Agreement and the occurrence of the Sale

Commencement Date are directly conditioned upon the satisfaction of the following conditions at the times indicated, unless specifically waived in writing by the applicable party:

(a) all representations and warranties of Sellers and Agent hereunder shall be true and correct in all material respects as of the date hereof and as of issuance of the Approval Order by the Bankruptcy Court;

(b) the Sellers having obtained all consents and approvals Sellers are required to obtain in order to perform its obligations hereunder, which consents and approvals shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, except to the extent that the requirement for a particular consent or approval is rendered inapplicable by the Approval Order or other order of the Bankruptcy Court, if applicable;

(c) the Sellers shall have provided Agent evidence reasonably satisfactory to the Agent that the Sellers have good and marketable title to the specified Assets set forth on Schedule 1 to Exhibit A hereto without defect in title and that the Sellers are able to sell the Assets free and clear of all Liens other than Liens under the DIP Facility, which DIP Facility Liens shall be released at the time of the sale of such Asset to a purchaser as contemplated hereby;

(d) if requested by the Agent, the Agent shall have conducted an inspection of the Assets on or prior to the Sale Commencement Date and shall be reasonably satisfied that the Assets listed on Schedule 1 to Exhibit A are in fact available for sale as contemplated herein, other than, in each case, the consumption of inventory in the ordinary course of business;

(e) all documents of title relating to any Asset subject to a document of title shall have been delivered to Agent;

(f) the Agent shall have delivered to the Sellers the Initial Guaranty Payment in accordance with Section 5.3(a) and Section 5.3(b), respectively; and

(g) entry by the Bankruptcy Court of the Approval Order approving this Agreement and the transactions contemplated herein on or before March 15, 2014 and such Approval Order having become a Final Order; provided, that the Agent may (but shall not be required to) elect, in its sole and absolute discretion, to commence the Sale prior to the Approval Order becoming a Final Order.

Section 12. Representations, Warranties, Covenants, and Agreements.

12.1 Sellers' Representations, Warranties, Covenants, and Agreements. Each Seller hereby, jointly and severally, represents, warrants, covenants, and agrees in favor of the Agent as follows:

(a) Each Seller: (i) is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization stated above; (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on

its business as presently conducted; and (iii) is and during the Sale Term shall continue to be duly authorized and qualified as a foreign company to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including the jurisdiction in which the Facilities are located.

(b) Subject to the entry by the Bankruptcy Court of the Bidding Procedures Order or Approval Order, as applicable, each Seller has all corporate right, power and authority to (i) execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") to which it is a party, (ii) engage the Agent hereunder, (iii) make the representations, warranties, covenants and agreements made herein and under the other Agency Documents to which it is a party, (iv) to sell the Assets, and convey good and marketable title to the Assets on its own behalf, to purchasers of the Assets in sales arranged (whether at auction or through orderly liquidation sales) by the Agent, in all cases free and clear of all Liens, other than with respect to the Jerh Option Assets and (v) and to perform fully its obligations hereunder and under the other Agency Documents to which it is a party.

(c) Each Seller has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents to which it is a party, and no further action, consent or approval is required on the part of such Seller for such Seller to enter into and deliver the Agency Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the Sale. Each of the Agency Documents to which it is a party has been duly executed and delivered by each Seller and constitutes the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, except as enforcement hereof may be limited by a subsequent bankruptcy, insolvency, reorganization, priority or other laws relating to or affecting generally the availability of equitable remedies. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for each Seller's consummation of, the transactions contemplated by this Agreement or any other Agency Document to which it is a party, and no consent of any third party which has not been obtained is required therefor.

(d) The execution, delivery and consummation of this Agreement by each Seller (i) is not contrary to organizational documents of such Seller or any prior resolution of such Seller's Board of Directors or vote of its shareholders, (ii) will not violate any order, law, rule or regulation applicable to such Seller or to the Assets, and (iii) does not now constitute, and will not, with the passage of time, the giving of notice or otherwise, result in, a violation or breach of, or a default under, any term or provision of any contract, agreement, order, judgment, decree, material rule, regulation or law to which the Seller or any of the Assets is subject or bound.

(e) Neither the execution of this Agreement, nor the consummation of the transactions contemplated hereunder or under any other Agency Document to which it is a party will result in the creation of any Lien on any of the Assets, other than the Liens created hereunder in favor of the Agent.

(f) Subject to approval of the Bankruptcy Court, Seller has, and throughout the Sale Term shall have, all consents and approvals, required by contract or

otherwise, necessary to consummate and perform the transactions contemplated by any Agency Document to which it is a party.

(g) Each Seller owns, and shall own at all times during the Sale Term, good and marketable title to all of the fixed assets set forth on Schedule 1 to Exhibit A and all other Assets owned by such Seller, other than the Supplemental Assets and Jerch Option Assets, subject to the consumption of inventory in the ordinary course of business. No Seller shall sell, transfer, assign, encumber, grant a Lien upon or otherwise affect marketable title to the Assets, or challenge, dispute or otherwise contest any Seller's title to or ownership interest in any of the Assets. Upon the consummation of any Sale, pursuant to the Approval Order the purchaser of the Assets shall acquire good and marketable title to such Assets free and clear of any Lien.

(h) All Assets (i) are to be included in the Sale, and (ii) are subject to the representations and warranties set forth herein.

(i) During the Sale Term, the Agent shall be able to consummate and conduct the Sale as is contemplated by this Agreement and, in the event of any delay, interruption or interference from any person, entity or action from whatever source in the consummation or the conduct of the Sale as contemplated hereby, the Sale Term shall be automatically extended to the extent of such delay, interruption or interference; *provided*, however, that Agent shall bear all costs arising from such extension of the Sale Term, and that the Sellers shall not have any obligations under Section 7.1 hereof.

(j) Subject to the provisions of the Approval Order, throughout the Sale Term, the Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of each of the Facilities, the assets currently located at the Facilities, and the utilities and other services provided at the Facilities. Such Seller shall throughout the Sale Term maintain in good working order, condition and repair, all heating systems, air conditioning systems, elevators, escalators, and all other mechanical devices necessary for the conduct of the Sale at the Facilities. Except any amounts owing as a result of the commencement of the Bankruptcy Case, and absent a bona fide dispute, throughout the Sale Term, such Seller shall remain current on all expenses and payables necessary for the conduct of the Sale, subject to any restrictions that may be imposed under the Bankruptcy Code.

(k) The Sellers are not subject to any judgment, decree, ruling, injunction, assessment, attachment, award, charge, writ, executive order or administrative order and to Sellers' knowledge, none have been threatened, which in either case would reasonably be expected to have a material adverse effect upon (A) such Seller's ability to perform its obligations under this Agreement or any other Agency Document to which it is a party or (B) the conduct of the Sale or the value of the Assets.

(l) Except for Carl Marks Advisory Group LLC, no Seller has engaged any broker as a broker in connection with the sale or transfer of the Assets contemplated by this Agreement or any other Agency Document to which it is a party or otherwise is required to pay a fee to any broker in connection with the same. No Seller has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions

contemplated by this Agreement or any other Agency Document to which it is a party or for which the Agent could become liable or obligated.

(m) To the best of each Sellers's knowledge, all Assets are in compliance with all applicable federal, state or local product safety laws, rules and standards.

(n) Each Seller has paid and shall continue to pay throughout the Sale Term, (i) all casualty, liability, worker's compensation and other insurance premiums, and (ii) all utilities provided to the Facilities.

(o) Each Sellers's relationship with Agent is solely that of agent and principal, not that of joint venturers or partners.

(p) No Seller has, and no Seller shall during the term of this Agreement, take any actions with the intended result being to increase the cost of operating the Sale.

(q) From and after the date hereof, the Sellers shall cooperate with the Agent to obtain, collect, review and organize the documents of title and take all reasonable steps and actions to prepare for the transfer of such documents of title in connection with the commencement of the Sale. Without limiting the generality of the foregoing, the Sellers shall use their reasonable best efforts to provide copies of the documents of title to the Agent for review and inspection and allow the Agent to review and inspect and have access to the files and books of records of the Sellers in connection therewith and discuss matters relating thereto with any interested parties in the Chapter 11 Cases.

(r) Immediately following the entry of the Approval Order, the Sellers shall provide Agent with all documentation and information related to any party that: (i) was solicited by the Sellers; or (ii) contacted Sellers (including, but not limited to, by submitting a bid, regardless of whether such bid was a qualified bid or not) with respect to consummating a transaction with respect to any or all of the Debtors' assets.

12.2 Agent's Representations and Warranties. Agent hereby represents, warrants, covenants and agrees in favor of Sellers as follows:

(a) Agent (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) has all requisite power and authority to consummate the transactions contemplated hereunder and under the other Agency Documents to which it is a party; and (iii) is and during the Sale Term shall continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification.

(b) Agent has the right, power and authority to (i) execute and deliver this Agreement and the other Agency Documents to which it is a party, (ii) make the representations, warranties, covenants and agreements made herein and under the other Agency Documents to which it is a party and (iii) perform fully its obligations hereunder and under the other Agency Documents to which it is a party.

(c) Agent has taken all necessary actions required to authorize the execution, delivery, and performance of the Agency Documents to which it is a party, and no further action, consent or approval is required on the part of the Agent for the Agent to enter into and deliver the Agent Document to which it is a party and to perform its obligations hereunder and thereunder. Each of the Agency Documents to which it is a party has been duly executed and delivered by Agent and constitutes the legal, valid and binding obligation of Agent, enforceable in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, priority or other laws relating to or affecting generally the availability of equitable remedies. No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for any of Agent's consummation of, the transactions contemplated by this Agreement or any other Agency Documents to which it is a party, and no consent of any third party which has not been obtained is required therefor.

(d) The execution, delivery and consummation of this Agreement by the Agent (i) is not contrary to the organizational documents of the Agent or any prior resolution of the Agent's managers or vote of its members, (ii) will not violate any order, law, rule or regulation applicable to the Agent, and (iii) does not now constitute, and will not, with the passage of time, the giving of notice or otherwise, result in, a violation or breach of, or a default under, any term or provision of any contract, agreement, order, judgment, decree, material rule, regulation or law to which the Agent is subject or bound.

(e) No action, arbitration, suit, notice, or legal administrative or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved, or to Agent's knowledge, has been threatened against or affects the Agent, (i) that questions the validity of this Agreement or any other Agency Documents to which it is a party or any action taken or to be taken by Agent in connection with this Agreement or any other Agency Document to which it is a party, or (ii) that, if adversely determined, would have a material adverse effect upon Agent's ability to perform its obligations under this Agreement or the other Agency Documents to which it is a party.

(f) The Sale shall be conducted in compliance with all applicable state and local laws, rules and regulations, except as provided for in the Approval Order.

Section 13. Insurance.

13.1 Sellers' Liability Insurance. Each Seller shall continue at its cost and expense until the Sale Termination Date, in such amounts as it currently has in effect, all of its liability insurance policies including, as applicable, commercial general liability insurance, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in, or in connection with such Seller's operation of the Facilities, and shall cause Agent to be named an additional named insured with respect to all such policies. Prior to the Sale Commencement Date, each Seller shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming Agent as an additional named insured, in form reasonably satisfactory to Agent. During the Sale Term, such policies shall require at least thirty (30) days' prior notice to Agent prior to the cancellation, nonrenewal or material change of any such policy. In the event of a claim under any such

policies, each Seller shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the gross negligence or willful misconduct of the Agent, or the Agent's employees, independent contractors or agents (other than such Seller's employees) in which cases the Agent shall indemnify the Sellers for all such amounts. No Seller shall make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Agent's prior written consent.

13.2 Sellers' Casualty Insurance. Each Seller shall provide throughout the Sale Term, at such Seller's expense, fire, flood, theft and extended coverage casualty insurance covering the Assets in a total amount equal to no less than the Guaranteed Amount. From and after the date of this Agreement until the Sale Termination Date, all such policies shall also name Agent as loss payee (as its interest may appear). In the event of a loss to the Assets on or after the date of this Agreement, the proceeds of such insurance attributable to the Assets plus any self-insurance amounts and the amount of any deductible or any self-insured retention (which amounts shall be paid by the Sellers), shall constitute Proceeds hereunder and shall be paid to the Agent. Prior to the Sale Commencement Date, each Seller shall deliver to Agent certificates evidencing such insurance setting forth the duration thereof and naming the Agent as loss payee (as its interest may appear), in form and substance reasonably satisfactory to Agent. During the Sale Term, all such policies shall require at least thirty (30) days' notice to Agent prior to the cancellation, non-renewal or material change of any such insurance policy. In the event of a claim under any such policies each Seller shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the gross negligence or willful misconduct of the Agent, or the Agent's employees, independent contractors or agents (other than such Seller's employees) in which cases the Agent shall indemnify the Sellers for all such amounts. No Seller shall make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Agent's prior written consent.

13.3 Worker's Compensation Insurance. Each Seller shall at all times during the Sale Term, at such Seller's cost, maintain in full force and effect worker's compensation insurance (including employer liability insurance) covering all of such Seller's employees located at the Facilities in compliance with all statutory requirements. Prior to the Sale Commencement Date, each Seller shall deliver to Agent a certificate of its insurance broker or carrier evidencing such insurance. During the Sale Term, all such policies shall provide the Agent with at least thirty (30) days' notice prior to the cancellation, non-renewal or material change of any such insurance policy. In the event of a claim under any such policies each Seller shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the gross negligence or willful misconduct of the Agent, or the Agent's employees, independent contractors or agents (other than such Seller's employees) in which cases the Agent shall indemnify the Sellers for all such amounts. No Seller shall make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Agent's prior written consent.

13.4 Agent's Insurance. The Agent shall maintain throughout the Sale Term, in such amounts as it currently has in effect, comprehensive public liability and automobile

liability insurance policies covering injuries to persons and property in or in connection with the Agent's agency at the Facilities, and shall cause each Seller to be named an additional insured with respect to such policies. Prior to the Sale Commencement Date, the Agent shall deliver to the Sellers certificates evidencing such insurance policies, setting forth the duration thereof and naming the Sellers as an additional insured, in form and substance reasonable satisfactory to the Sellers. In the event of a claim under such policies the Agent shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, except to the extent that it is finally determined that such liability arose by reason of the wrongful acts or omissions or negligence of any Seller, or any Seller's employees, independent contractors or agents (other than Agent's employees). During the Sale Term, all such policies shall require at least thirty (30) days prior notice to the Sellers of cancellation, non-renewal or material change. The Agent shall not make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without the Sellers' prior written consent.

13.5 Risk of Loss. Without limiting any other provision of this Agreement, each Seller acknowledges that the Agent is conducting the Sale on behalf of such Seller solely in the capacity of an agent, and that in such capacity (i) the Agent shall not be deemed to be in possession or control of the Facilities or the assets located therein or associated therewith, or of such Sellers' employees located at the Facilities, and (ii) except as expressly provided in this Agreement, the Agent does not assume any of any Sellers' obligations or liabilities with respect to any of the foregoing. Each Seller and the Agent agree that each such Seller shall bear all responsibility for liability claims of customers, employees and other persons arising from events occurring at the Facilities during and after the Sale Term, except to the extent any such claim arises directly from the acts or omissions of the Agent, or its supervisors or employees located at the Facilities (an "Agent Claim"). In the event of any such liability claim other than an Agent Claim, the Sellers shall administer such claim and shall present such claim to each such Sellers' liability insurance carrier in accordance with such Sellers' historic policies and procedures, and shall provide a copy of the initial documentation relating to such claim to the Agent. To the extent that the Sellers and the Agent agree that a claim constitutes an Agent Claim, the Agent shall administer such claim and shall present such claim to its liability insurance carrier, and shall provide a copy of the initial documentation relating to such claim to the Sellers. In the event that the Sellers and the Agent cannot agree whether a claim constitutes an Agent Claim, each party shall present the claim to its own liability insurance carrier, and a copy of the initial claim documentation shall be delivered to the other party.

Section 14. Indemnification.

14.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Sale Term and shall remain in full force and effect until the date that is ninety (90) days after the Sale Termination Date. All covenants and agreements of the parties contained herein shall survive the Sale Term until the date that is ninety (90) days after the Sale Termination Date or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable

survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

14.2 Sellers Indemnification. Each Seller, on behalf of itself and its successors and assigns, shall, jointly and severally, defend, indemnify and hold Agent, its affiliates, and their officers, directors, members, managers, employees, agents, representatives and independent contractors (collectively, "Agent Indemnified Parties") harmless from and against, and agree to pay or cause to be paid to the Agent, all claims, demands, penalties, losses, deficiencies, actions, judgments, interest, awards, fines, costs, expenses, proceedings, liabilities or damages of whatever kind, including, without limitation, reasonable attorneys', accountants', consultants' and engineering fees and expenses and the cost of enforcing a right to indemnification hereunder and the cost of pursuing any insurance providers ("Damages"), whether directly or indirectly asserted against, resulting from, in connection with, arising from, or related to:

(a) a breach of or any inaccuracy in any of the Seller's representations or warranties contained in any Agency Document to which it is a party, other than items with respect to which the Agent is entitled to seek and obtain an adjustment pursuant to Section 6.4;

(b) a breach of or failure to comply with any of the Seller's agreements or covenants contained in any Agency Document to which it is a party, other than items with respect to which the Agent is entitled to seek and obtain an adjustment pursuant to Section 6.4;

(c) any failure of any Seller to pay to its employees any wages, salaries or benefits determined by the Bankruptcy Court to be due to such employees during the Sale Term to the extent Agent has complied with its payment obligations hereunder;

(d) any consumer warranty or products liability claims relating to Assets;

(e) any taxes payable by any Seller, including those arising out of the transactions contemplated by this Agreement;

(f) any Damages, liability or other claims asserted by customers, any of any Seller's employees, or any other person against any Agent Indemnified Party (including, without limitation, claims by employees arising under worker's compensation) arising out of, relating to or otherwise in connection with, the Sale and the transactions contemplated hereby, other than Damages required to be indemnified by Agent pursuant to Section 14.3 hereof;

(g) any environmental and/or hazardous materials claims relating to the Assets, any Facility and/or the Sale; and

(h) the negligence, unlawful conduct or willful misconduct of any Seller or any of its officers, directors, employees, agents or representatives.

14.3 Agent Indemnification. Agent shall indemnify and hold each Seller, its affiliates, and their officers, directors, members, managers, employees, agents, representatives and independent contractors from and against all Damages, whether directly or indirectly

asserted against, resulting from, in connection with, arising from, or related to a breach of, failure to comply with, or any inaccuracy in, any of Agent's agreements, covenants, representations or warranties contained in any Agency Document to which it is a party.

14.4 Limitation of Indemnification. Notwithstanding the foregoing or any other provision of this Agreement, the Agent shall have no liability to any Seller, and shall have no indemnification obligations hereunder, to the extent relating to or arising out of (i) environmental and/or hazardous materials claims, (ii) any product liability claims by purchasers, subsequent purchasers or users of any Assets sold in the Sale, (iii) any taxes payable by any Seller, including personal property taxes and taxes arising out of the transactions contemplated by this Agreement, or (iv) prior liabilities and proceedings relating to the Assets or any Facility. No party shall be entitled to recover more than once for any Damages indemnified pursuant to this Section 14 (including, without limitation, if recovery of such Damages is otherwise provided for in any other provision of this Agreement).

14.5 Costs and Expenses. In the event that any party institutes legal proceedings to enforce any obligations hereunder, then all attorneys' fees and costs actually and reasonably incurred in connection with the prosecution and/or defense of such legal proceedings shall be awarded and paid to the prevailing party in such legal proceeding by the party who does not so prevail. These fees and costs shall be in addition to any fees and costs recoverable under applicable law or statute. The "prevailing party" is that party whose position is substantially upheld in the ultimate adjudication of the dispute, including any appeals.

14.6 Source of Certain Indemnification Payments. Any indemnification payments pursuant to Section 14.2(a) shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(g). With respect to any indemnification payments pursuant to Section 14.2(b), the sole source of payment shall be as follows: (a) the first Five Hundred Thousand Dollars (\$500,000) of indemnification payments shall reduce the Guaranteed Amount on a dollar for dollar basis and shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(a); (b) the next Two Hundred and Fifty Thousand Dollars (\$250,000) of indemnification payments shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(g); and (c) thereafter, seventy-five (75%) of the excess amount of indemnification payments shall reduce the Guaranteed Amount on a dollar for dollar basis and shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(a) and twenty-five percent (25%) shall be paid to the Agent solely from amounts that would have been paid to the Sellers pursuant to Section 5.4(g). In furtherance of the above, if the Guaranteed Amount has already been paid in full to the Sellers (whether out of Proceeds under Section 5.4(a) or by means of the payment of the Unpaid Balance) prior the date an adjustment under this Section 14.6 is to be made, the reduction in the Guaranteed Amount contemplated by clauses (a) and (c) of this Section 6.4 shall be paid from the first Proceeds generated on or after such date regardless of the then applicable priority of payments under Section 5.4.

14.7 Procedure for Indemnification for Third Party Claims.

(a) If the Sellers or the Agent believe that it or they may be entitled to indemnification under this Section 14 (the "Indemnified Party"), then the Indemnified Party shall

promptly give to the other Party providing the indemnification (the "Indemnifying Party") written notice of any claim, suit, proceeding, or matter for which indemnity may be sought; provided, however, that failure by the Indemnified Party to give such notice shall not relieve the Indemnifying Party from any liability it may have pursuant to this Agreement except to the extent materially prejudiced thereby. Such notice shall set forth in reasonable detail (i) the basis of and facts relating to such claim, (ii) the Sections of this Agreement pursuant to which the claim is made, and (iii) the dollar amount of such claim (to the extent it can be determined). The Indemnifying Party shall have a period of thirty (30) days to respond thereto. If the Indemnifying Party does not respond within such thirty (30) day period it shall be deemed to have accepted responsibility for such indemnity and shall reimburse the Indemnified Party accordingly.

(b) Each party shall have the right, at its own option, to be represented by counsel of its choice and to assume the defense or otherwise control the handling of any third party claim, suit, proceeding or matter for which indemnity is sought, as set forth in the notice sent by the Indemnified Party by notifying the Indemnified Party in writing to such effect within thirty (30) days after receipt of such notice. If the Indemnifying Party does not give timely notice in accordance with the preceding sentence, then the Indemnifying Party shall be deemed to have elected not to assume the defense of such claim, suit, proceeding or matter. If the Indemnifying Party assumes the defense or otherwise controls the handling of any claim, suit, proceeding or matter for which indemnity is sought, the Indemnifying Party shall have the right to appeal any decision rendered on such claim, proceeding or matter; *provided, however*, that if the Indemnified Party determines in good faith that there is a reasonable probability that a claim, suit, proceeding or matter may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, then the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such claim, suit, proceeding or matter, all at the expense (including costs of investigation and defense and reasonable attorneys' fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a claim, suit, proceeding or matter so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld). In the event that Indemnifying Party does not assume the defense or otherwise control the handling of such claim, suit, proceeding or matter, the Indemnified Party may retain counsel to defend such claim, suit, proceeding or matter, and the reasonable attorneys' fees, costs and disbursements, including any other reasonable and customary fees, incurred by the Indemnified Party shall be subject to reimbursement in accordance with the indemnities in this Section 14.

(c) Each party shall cooperate in the defense of any such claim or litigation (and the Indemnifying Party shall discuss its strategies with the Indemnified Party and shall provide drafts of all litigation documents to the Indemnified Party a reasonable period of time prior to the service and/or filing thereof to the extent practicable) and each party shall make available to the other all books and records which are relevant in connection with such claim or litigation. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to any matter which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto without the written consent of the Indemnified Party.

14.8 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 15. Defaults. In the event of any Seller's or the Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured (if possible of being cured) seven (7) days after receipt of written notice thereof to the defaulting party, the non-defaulting party may, in its discretion, elect to terminate this Agreement upon seven (7) Business Days' written notice to the other party, provided that such termination shall not relieve the Agent from any liability or obligation to make any payments accrued or otherwise owed to the Sellers prior to the date of such termination pursuant to this Agreement.

Section 16. Further Assurances. From time to time, the Agent and each Seller shall, and shall cause their respective affiliates to, (a) execute, acknowledge and deliver all such further conveyances, notices, and such other reasonable instruments, and shall take such further commercially reasonable actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto a purchaser each Asset and (b)(i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement, provided that the parties acknowledge and agree that (1) nothing in this Section 16 shall prohibit the Sellers from ceasing operations or winding up their affairs after the payment of all amounts due pursuant to the Final Reconciliation and (2) the Agent shall reimburse the Sellers for any reasonable and documented out-of-pocket expenditure or obligation incurred by the Sellers directly related to assistance provided to the Agent pursuant to this Section 16.

Section 17. Bidding and Auction; Exclusivity; Breakup Fee and Expense Reimbursement.

17.1 The Sellers and the Agent acknowledge that this Agreement and the Sale of the Assets are subject to higher and better bids and Bankruptcy Court approval. The Agent and Sellers acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers' business to prospective bidders, entertaining higher and better offers from such prospective bidders and, in the event that additional qualified prospective bidders desire to bid for the Assets, conducting an auction (the "Auction").

17.2 From the date of this Agreement until the entry by the Bankruptcy Court of the Bidding Procedures Order (the "Exclusivity Period"), the Sellers will not (and will instruct their representatives, investment bankers and any other person acting on their behalf, not to), directly or indirectly (i) solicit or initiate submission of any proposals or offers from any corporation, partnership, person or group relating to any acquisition, liquidation, sale, purchase or option to purchase, directly or indirectly, in one transaction or a series of related

transactions, including any merger, consolidation, stock acquisition, asset acquisition, binding share exchange, business combination, recapitalization, liquidation, dissolution, joint venture or similar transaction, any of the Assets or any capital stock or other equity interests of any of the Sellers (a "Competitive Transaction"), (ii) engage in any negotiations or discussions with respect to any such Competitive Transaction or (iii) furnish any information with respect to a Competitive Transaction to any person or entity. The Sellers agree that any discussions or negotiations with respect to any Competitive Transaction that are in effect on the date of this Agreement shall cease during the Exclusivity Period regarding a Competitive Transaction by indicating that it is subject to an exclusivity agreement and is unable to entertain any proposals or engage in negotiations or discussions during the Exclusivity Period.

17.3 In the event that this Agreement shall not be consummated because the Sellers elect as a consequence of the Auction to pursue an alternative higher or better transaction (whether with another party serving as liquidating agent, as a going concern buyer, or otherwise), the Sellers shall pay to the Agent (on the first Business Day following the entry of the approval order for such other transaction or such later date as the Agent may agree) the sum of (i) \$1,000,000, which is two percent (2%) of the Guaranteed Amount ("Breakup Fee") and (ii) the Agent's reasonable and documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisors) incurred by Agent in connection with the transactions contemplated hereby, including, without limitation, in connection with the negotiation of this Agreement and the other Agency Documents and the Agent's due diligence of the Assets, up to a maximum amount of Two Hundred Fifty Thousand United States Dollars (\$250,000) ("Expense Reimbursement"). The Sellers shall take into account the Breakup Fee and Expense Reimbursement in each round of bidding at the Auction.

17.4 The Sellers and the Agent acknowledge and agree, and the motion to approve the Bidding Procedures Order shall reflect the fact that, (i) the Breakup Fee and Expense Reimbursement are not a penalty, but rather are liquidated damages in a reasonable amount that will compensate the Agent in the circumstances in which such amounts are payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision and (ii) the provisions of this Agreement, including this Section 17, are reasonable, were a material inducement to the Agent to enter into this Agreement, are necessary to preserve the Agent's bid in the event of an Auction and are designed to achieve the highest and best priced for the Assets.

Section 18. Miscellaneous.

18.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing, and sent by hand, by email, facsimile, or a recognized overnight delivery service, as follows:

If to the Agent: Gordon Brothers Commercial and Industrial, LLC
800 Boylston Street, 27th Floor
Boston, MA 02199
Attn: Robert M. Himmel

Tel: (617) 422-7812
Fax: (617) 507-8159
Email: rhimmel@gordonbrothers.com

With copies to

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178
Attn: Steven J. Reisman, Esq.
Evan S. Borenstein, Esq.
Tel: (212) 696-6065
Fax: (212) 697-1559
Email: sreisman@curtis.com
eborenstein@curtis.com

If to a Seller:

Green Field Energy Services, Inc.
4023 Ambassador Caffery Pkwy, Suite 200
Lafayette, LA 70503
Attn: Rick Fontova
Thomas Hill
Tel: (337) 706-1720
Fax: (337) 988-6944
Email: rick.fontova@gfes.com
thill@alvarezandmarsal.com

With copies to:

Latham & Watkins LLP
233 South Wacker Drive, Suite 5800
Chicago, IL 60606
Attn: Josef S. Athanas, Esq.
Richard S. Meller, Esq.
Tel: (312) 876-7700
Fax: (312) 993-9767
Email: josef.athanas@lw.com
richard.meller@lw.com

Notices, demands and requests which shall be served in the manner aforesaid shall, except as otherwise provided herein, be deemed to be sufficiently delivered or given for all purposes hereunder (i) in the case of personal delivery or email, upon such delivery, (ii) in case of overnight express delivery, one (1) day after delivery to such delivery service, and (iii) in the case of facsimile, upon sender's receipt of confirmation of proper transmission. By notice complying with the foregoing provisions of this Section 18.1, either party may from time to time change its address for notice purposes, except that any such notice shall not be deemed delivered until actually received. Any notice received on a non-Business Day or after 5.00 p.m. New York time shall be deemed delivered on the following Business Day.

18.2 Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof except where governed by the Bankruptcy Code.

(b) Any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction, over the Bankruptcy Court) in respect of any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided, however*, that if the Bankruptcy Case is dismissed, any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in state or federal courts of the City and County of New York and any state appellate court herefrom within the State of New York. Each party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or legal proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 18.1, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable law, any claim that (i) the suit, action or legal proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or legal proceeding is improper or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each party agrees that notice or the service of process in any action, claim, suit or legal proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by this Section 18.1 (*provided* that nothing herein shall affect the right to effect service of process in any other manner permitted by New York law).

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

18.3 Entire Agreement. This Agreement and the exhibits and schedules hereto contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

18.4 Amendments. This Agreement may not be modified except in a written instrument executed by each of the parties hereto along with the written consent of the Sellers and Agents, which consent shall not be unreasonably withheld or delayed.

18.5 No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

18.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Agent and Sellers, and their respective successors and assigns.

18.7 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. This Agreement may be executed by facsimile, and such facsimile signature shall be treated as an original signature hereunder.

18.8 Section Headings. The headings of sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

18.9 Survival. All representations, warranties, covenants and agreements made by the parties hereto shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Agreement.

18.10 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

18.11 Agent Affiliates. The Sellers acknowledge that certain of the affiliates of the Agent (together, the "GB Group") are engaged in a wide range of financial services and business (including private equity, debt financing, commercial and industrial, retail, and valuation and other advisory services), including without limitation Gordon Brothers Asset Advisors, LLC, which has provided a valuation of the business and assets of the Sellers and GB Credit Partners, LLC, which is a lender under the DIP Facility. Members of the GB Group and businesses within the GB Group generally act independently of each other. Accordingly, there may be situations where parts of the GB Group have had and continue to have business relationships with the Sellers, including the provision of lending, advisory and other services. The Sellers agree that these relationships do not represent a conflict of interest with regard to the transactions contemplated by this Agreement. However, the Agent will not use confidential information obtained from the Sellers except in connection with performing its obligations under this Agreement.

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IN WITNESS WHEREOF, Agent and the Sellers hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

AGENT:

GORDON BROTHERS
COMMERCIAL & INDUSTRIAL, LLC

By: Robert J. Maroney
Name: Robert J. Maroney
Title: Co-President

SELLERS:

GREEN FIELD ENERGY SERVICES, INC.

By: _____
Name:
Title:

HUB CITY TOOLS, INC.

By: _____
Name:
Title:

PROPPANT ONE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Agent and the Sellers hereby execute this Agreement by their duly authorized representatives as of the day and year first written above.

AGENT:

GORDON BROTHERS
COMMERCIAL & INDUSTRIAL, LLC

By: _____
Name:
Title:

SELLERS:

GREEN FIELD ENERGY SERVICES, INC.

By: Thomas E Hill
Name: Thomas E. Hill
Title: Chief Restructuring Officer

HUB CITY TOOLS, INC.

By: Thomas E Hill
Name: Thomas E. Hill
Title: Chief Restructuring Officer

PROPPANT ONE, INC.

By: Thomas E Hill
Name: Thomas E. Hill
Title: Chief Restructuring Officer

EXHIBIT A

Assets

As used in the Agreement the term "Assets" means the assets and properties of the Sellers of every kind and description, wherever located, to the extent owned by the Sellers, as the same shall exist on the date the Approval Order is entered by the Bankruptcy Court (but, for the avoidance of doubt, excluding the Excluded Assets), including the following:

- (a) the fixed assets and inventory of the Sellers set forth on Schedule 1 to this Exhibit A;
- (b) the Supplemental Assets set forth on Schedule 2 to this Exhibit A;
- (c) the Jereh Option Assets set forth on Schedule 3 to this Exhibit A; and
- (d) all user manuals, certificates and maintenance records in the Sellers' possession relating to the assets set forth on Schedule 1 to this Exhibit A.

Schedule 1

(SEE ATTACHED)

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|-------------------|------|----------|--------------|-------------------|-------------------|-----------------|
| AC-01 | | 1 AC-01 Air Compressor, 150 cfm Metrosol Based air compressor, components | WSPS | | | | | | AC-01 | CARENCO | \$ 832.26 |
| AC-03 | | 1 AC-03 Air Compressor, skid mounted for offshore service | WSPS | | | | | | AC-03 | CARENCO | \$ 288.26 |
| AC-04 | | 1 AC-04 Air Compressor, 185 cfm air compressor mounted on off road trailer | WSPS | | | | | | AC-04 | CARENCO | \$ 85.85 |
| AC-05 | | 1 AC-05 Air Compressor, skid mounted, Diesel driven air compressor, crash frame. | WSPS | | | | | | AC-05 | CARENCO | \$ 5,274.18 |
| AC-06 | | 1 Air Compressor | FSAX | | 10022 | | Sullivan | D185PID | AC-06 | ABBEVILLE | \$ 13,333.19 |
| AC-07 | | 1 Air Compressor | FSAX | | 30660 | | Sullivan | D185PID | AC-07 | ABBEVILLE | \$ 14,044.39 |
| AC-08 | | 1 Air Compressor | FSAX | | 30821 | | Sullivan | D185PID | AC-08 | ABBEVILLE | \$ 13,378.11 |
| AC-09 | | 1 Air Compressor | FSAX | | 30822 | | Sullivan | D185PID | AC-09 | PENNSYLVANIA | \$ 14,477.16 |
| AC-10 | | 1 Air Compressor | FSAX | | 30823 | | Sullivan | D185PID | AC-10 | ABBEVILLE | \$ 13,481.66 |
| AC-14 | | 1 Air Compressor Primary Unit | FSAX | | 2475F13DH | | | | AC-14 | PENNSYLVANIA | \$ 2,789.24 |
| AC-15 | | 1 Air Compressor for Bulk Plant | WSPS | | 1311270001 | | Wyatt | 3EU-210-ACFM | AC-15 | CARENCO | \$ 24,458.68 |
| APU-001 | | 1 Auxiliary Power Unit | FSTFP | | 8C0200 | | | | BTP-002 | ABBEVILLE | \$ 13,749.16 |
| APU-002 | | 1 Auxiliary Power Unit | FSTFP | | W12331 | | | | BTP-005 | ABBEVILLE | \$ 13,749.16 |
| APU-003 | | 1 Auxiliary Power Unit | FSAX | | B13191 | | | | BTP-006 | ABBEVILLE | \$ 13,749.16 |
| APU-004 | | 1 Auxiliary Power Unit | FSTFP | | B14400 | | | | BTP-004 | ABBEVILLE | \$ 13,749.16 |
| APU-005 | | 1 Auxiliary Power Unit | FSTFP | | 8C0214 | | | | BTP-001 | ABBEVILLE | \$ 13,749.16 |
| APU-006 | | 1 Auxiliary Power Unit | FSTFP | | B12635 | | | | BTP-009 | ABBEVILLE | \$ 13,749.16 |
| APU-007 | | 1 Auxiliary Power Unit | FSTFP | | 8C0126 | | | | BTP-007 | ABBEVILLE | \$ 13,749.16 |
| APU-008 | | 1 Auxiliary Power Unit | FSTFP | | B11950 | | | | BTP-003 | ABBEVILLE | \$ 13,749.16 |
| APU-009 | | 1 Auxiliary Power Unit | FSTFP | | B11859 | | | | BTP-008 | ABBEVILLE | \$ 13,749.16 |
| APU-010 | | 1 Auxiliary Power Unit | FSTFP | | B11292 | | | | BTP-007 | ABBEVILLE | \$ 13,749.16 |
| APU-011 | | 1 Auxiliary Power Unit | FSAX | | B14312 | | | | HP-403 | ABBEVILLE | \$ 460,990.70 |
| APU-012 | | 1 Auxiliary Power Unit | FSTFP | | 8C0292 | | | | | | \$ 916,854.15 |
| APU-013 | | 1 Auxiliary Power Unit | FSTFP | | B12590 | | | | | | \$ 475,068.70 |
| ASSY & COMM | | 1 F53 - Allocate Assy & Comm costs | FSTFP | | | | | | | | \$ 944,867.99 |
| ASSY & COMM | | 2 F52 - Allocate Assy & Comm costs | FSTFP | | | | | | | | \$ 1,461,838.51 |
| ASSY & COMM | | 3 F53 - Allocate Assy & Comm costs | FSTFP | | | | | | | | \$ 1,588,144.17 |
| ASSY & COMM | | 4 F52 - Allocate Assy & Comm costs | FSTFP | | | | | | | | \$ 2,993.09 |
| ASSY & COMM | | 5 F53 - Allocate Assy & Comm costs | FSTFP | | | | | | | | \$ 70.63 |
| AT-01 | | 1 AT-01 Liquid Transport - hose assembly | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 67.48 |
| AT-01 | | 3 AT-01 Liquid Transport - hose assembly | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 202.44 |
| AT-01 | | 5 AT-01 Liquid Transport - hose assembly | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 337.40 |
| AT-01 | | 7 AT-01 Liquid Transport - coupler, swivel | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 11.39 |
| AT-01 | | 9 AT-01 Liquid Transport - pigtail hose w/eye | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 41.75 |
| AT-01 | | 11 AT-01 Liquid Transport - fire extinguishers | WSPS | RST | 1E9T3162030039029 | 2003 | DELT | | CARENCO | | \$ 21.52 |
| AT-02 | | 1 AT-02 Acid Transport - hose, couplings | WSPS | RST | 1E9T3162030039029 | 2003 | EF1 | | CARENCO | | \$ 15.67 |
| AT-02 | | 3 AT-02 Acid Transport - camlocks, nipples, couplers | WSPS | RST | 1E9T3162030039029 | 2003 | EF1 | | CARENCO | | \$ 58.56 |
| AT-02 | | 5 AT-02 Acid Transport - 5000 EPF 5,000 gallon 3 compartment transport tandem axle | WSPS | RST | 1E9T3162030039029 | 2003 | EF1 | | CARENCO | | \$ 3,734.56 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|------------------|------|-----------------|------------------|-------------------|-------------------|---------------|
| AT-02 | | AT-02 Add Transport -swage and thread valve | WSPS | RST | 1E9T316293003031 | 2008 | ER | | | CARENCO | \$ 737 |
| AT-02 | | AT-02 Add Transport -hose assembly | WSPS | RST | 1E9T316293003031 | 2008 | ER | | | CARENCO | \$ 347.90 |
| AT-02 | | AT-02 Add Transport -manway upgrade (OP 3) | WSPS | RST | 1E9T316293003031 | 2008 | ER | | | CARENCO | \$ 427.10 |
| AT-03 | | AT-03 Add Transport 3,000 gallon tank-2007 PWF Th Acid Transport trailer | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 50,116.55 |
| AT-03 | | AT-03 Add Transport 3,000 gallon tank-2007 PWF Th Acid Transport trailer | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 17,016.24 |
| AT-03 | | 3 Add Transport | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 3,942.85 |
| AT-04 | | AT-04 Add Transport -5,000 gallon steel lined tank, 3 compartment DOT transport | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 94,004.09 |
| AT-04 | | 3 Add Transport | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 56.36 |
| AT-05 | | AT-05 Add Transport -5,000 gallon steel lined tank, 3 compartment DOT transport | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 33,133.03 |
| AT-05 | | 3 Add Transport | WSPS | RST | 1E9T316293003031 | 2007 | PWF | | | CARENCO | \$ 11,111.67 |
| AT-06 | | AT-06 Add Transport -5,000 gallon steel lined tank, 3 compartment DOT transport | WSPS | RST | 1E9T316293003031 | 2012 | Keystone | 5,000 Gallon | AT-06 | PENNSYLVANIA | \$ 128,281.78 |
| AT-07 | | AT-07 Add Transport -5000 gal | WSPS | RST | 1E9T316293003031 | 2012 | Keystone | 5,000 Gallon | AT-07 | ABBESVILLE | \$ 128,281.78 |
| AT-08 | | AT-08 Add Transport -5000 gal | WSPS | RST | 1E9T316293003031 | 2012 | Keystone | 5,000 Gallon | AT-08 | CARENCO | \$ 149,331.28 |
| AT-09 | | AT-09 Add Transport | WSPS | RST | 1E9T316293003031 | 2012 | Keystone | 5,000 Gallon | AT-09 | PENNSYLVANIA | \$ 128,281.78 |
| AT-10 | | AT-10 Add Transport | WSPS | RST | 1E9T316293003031 | 2012 | Keystone | 5,000 Gallon | AT-10 | CARENCO | \$ 128,281.78 |
| AT-15 | | AT-15 Add Transport -5000 gal | WSPS | RST | 1E9T316293003031 | 2013 | Waco | WAT-5000S-2-2225 | AT-15 | ABBESVILLE | \$ 139,302.46 |
| BL-01 | | BL-01 Blender Unit -8H4 mounted 27 BBL batch blender | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 1,013.24 |
| BL-01 | | 3 BL-01 Blender Unit -transportation charges for delivery of unit | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 40.14 |
| BL-01 | | 3 BL-01 Blender Unit -hydraulic hoses and fittings | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 225.39 |
| BL-01 | | 3 BL-01 Blender Unit -transportation charges for delivery of unit | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 567.65 |
| BL-01 | | 3 BL-01 Blender Unit -transportation charges for delivery of unit | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 19,388.83 |
| BL-01 | | 3 BL-01 Blender Unit -transportation charges for delivery of unit | WSPS | RST | 1E9T316293003031 | 2007 | TILA | | | CARENCO | \$ 19,388.83 |
| BT-01 | | BT-01 Box Trailer, 16' box trailer | WSCC | RST | 4RACS1627CD0016 | 2007 | NST | | CTU-02 | DUHON | \$ 236.39 |
| BT-01 | | 3 BT-01 Box Trailer -hose king for floor of trailer, tool box, fuel tank | WSCC | RST | 4RACS1627CD0016 | 2007 | NST | | CTU-02 | DUHON | \$ 126.00 |
| BT-02 | | BT-02 Box Trailer -box trailer with tool racks and tool boxes | WSCC | RST | 4RACS1627CD0016 | 2007 | NST | | CTU-01 | DUHON | \$ 4,697.90 |
| BT-04 | | BT-04 Box Trailer 7x16 White Cargo Doors Trailer | WSPS | RST | 4RACS1627CD0016 | 2007 | NST | | | ABBESVILLE | \$ 6,906.11 |
| BT-05 | | BT-05 Box Trailer 16x8 Cargo trailer | WSCC | RST | 4RACS1627CD0016 | 2007 | NST | | | ABBESVILLE | \$ 1,452.30 |
| BT-06 | | BT-06 2008 Titan 16x6.8 Cargo Trailer | WSPS | RST | 1E9T316293003031 | 2008 | Titan | | BT-06 | ABBESVILLE | \$ 14,098.40 |
| BT-07 | | 1 Coil Tubing Tool Trailer | WSCC | RST | 4RACS1627CD0016 | 2007 | NST | | BT-06 | ABBESVILLE | \$ 14,098.40 |
| BT-08 | | 1 Coil Tubing Tool Trailer Primary Unit | WSCC | RST | 4RACS1627CD0016 | 2011 | CMTL | | BT-05 | DUHON | \$ 16,950.89 |
| BT-09 | | 1 Box Trailer | WSPS | RST | 4RACS1627CD0016 | 2012 | Wells Fargo | F76121 | BT-08 | ABBESVILLE | \$ 10,998.50 |
| BT-10 | | 1 Box Trailer | WSPS | RST | 4RACS1627CD0016 | 2012 | Wells Fargo | F76121 | BT-09 | ABBESVILLE | \$ 1,955.38 |
| BT-11 | | 1 Box Trailer | WSPS | RST | 4RACS1627CD0016 | 2012 | Wells Fargo | F76121 | BT-10 | ABBESVILLE | \$ 1,955.38 |
| BT-12 | | 1 Box Trailer | WSPS | RST | 4RACS1627CD0016 | 2012 | Wells Fargo | F76121 | BT-11 | ABBESVILLE | \$ 1,955.38 |
| BT-13 | | 1 Box Trailer | WSPS | RST | 4RACS1627CD0016 | 2012 | Wells Fargo | F76121 | BT-12 | ABBESVILLE | \$ 1,955.38 |
| BT-15 | | 1 Box Trailer | WSCC | RST | 4RACS1627CD0016 | 2013 | CMTL | | BT-13 | PENNSYLVANIA | \$ 2,100.32 |
| BT-001 | | Bob Tail Bed | FSTP | RSV | 1E9T316293003031 | 2011 | Fabricated Beds | F76121 | BT-15 | DUHON | \$ 15,026.91 |
| BT-002 | | Bob Tail Bed | FSTP | RSV | 1E9T316293003031 | 2011 | Fabricated Beds | F76121 | BT-001 | ABBESVILLE | \$ 104,768.11 |
| BT-002 | | Bob Tail Bed | FSTP | RSV | 1E9T316293003031 | 2011 | Fabricated Beds | F76121 | BT-002 | ABBESVILLE | \$ 77,480.68 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Yn # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|-------------------|------|------|-----------------|-------------------|-------------------|--------------|
| BTB-003 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4008CD162544 | 2012 | | Fabricated Beds | TFP-006 | ABBEVILLE | \$ 91,614.87 |
| BTB-004 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4007CD162548 | 2012 | | Fabricated Beds | TFP-009 | ABBEVILLE | \$ 83,534.14 |
| BTB-005 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4005CD162542 | 2012 | | Fabricated Beds | TFP-008 | ABBEVILLE | \$ 91,316.70 |
| BTB-006 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4006CD162533 | 2012 | | Fabricated Beds | TFP-001 | ABBEVILLE | \$ 91,391.98 |
| BTB-007 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4003CD162530 | 2012 | | Fabricated Beds | TFP-047 | ABBEVILLE | \$ 92,594.82 |
| BTB-008 | | 1 Bob Tail Bed | FSFP | RSV | 1NPM4004CD162533 | 2012 | | Fabricated Beds | TFP-042 | ABBEVILLE | \$ 92,826.14 |
| BTB-009 | | 1 2012 Peterbilt Tractor Straight Truck | FSFP | RSV | 1NPM4002CD162532 | 2012 | | 388 | TFP-048 | ABBEVILLE | \$ 70,247.65 |
| BTB-009 | | 2 Bob Tail Bed | FSFP | RSV | 1NPM4003CD162532 | 2012 | | Fabricated Bed | TFP-048 | ABBEVILLE | \$ 78,572.94 |
| C-2 | | 1 C-2 Double Pump Cement Unit | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-2 | | 1 C-2 Double Pump Cement Unit | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-2 | | 3 C-2 Double Pump Cement Unit - High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 448.88 |
| C-2 | | 5 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 1,124.80 |
| C-2 | | 5 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 1,124.80 |
| C-2 | | 7 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-2 | | 7 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-2 | | 5 C-2 Parts | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 576 |
| C-2 | | 10 C-2 Parts | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 1,152 |
| C-2 | | 15 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 3,426.80 |
| C-2 | | 15 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 3,426.80 |
| C-2 | | 17 C-2 Cement Pump Unit - parts for pump fluid end 234" | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 21,000 |
| C-2 | | 17 C-2 Cement Pump Unit - parts for pump fluid end 234" | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 21,000 |
| C-2 | | 19 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 19 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 21 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 21 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 23 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 23 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 4,645 |
| C-2 | | 25 C-2 Sued Joints HP (High Pressure) Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 464.5 |
| C-2 | | 25 C-2 Sued Joints HP (High Pressure) Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 464.5 |
| C-2 | | 27 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 27 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 29 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 29 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 31 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 31 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 33 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 33 C-2 Double Pump Cement Unit - 20HP High Pressure Iron | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,353 |
| C-2 | | 35 Cement Unit | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 23,218.53 |
| C-2 | | 35 Cement Unit | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 23,218.53 |
| C-4 | | 1 C-4 Double Pump Cement Unit - High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 30,079.59 |
| C-4 | | 1 C-4 Double Pump Cement Unit - High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 30,079.59 |
| C-4 | | 3 C-4 Double Pump Cement Unit - 20HP High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-4 | | 3 C-4 Double Pump Cement Unit - 20HP High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 2,284.54 |
| C-4 | | 5 C-4 Double Pump Cement Unit - additional cost for equipment | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,323.66 |
| C-4 | | 5 C-4 Double Pump Cement Unit - additional cost for equipment | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 10,323.66 |
| C-4 | | 7 C-4 Double Pump Cement Unit - 20HP High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 1,254.84 |
| C-4 | | 7 C-4 Double Pump Cement Unit - 20HP High Pressure Iron, valves, connections, | WSPS | RST | 1A9LS42121A245080 | 2002 | | ATOK | | CARENCR0 | \$ 1,254.84 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|----------------------------|------|--------------|------------------------|-------------------|-------------------|--------------|
| C-4 | 9 | C-4 Double Pump Cement Unit Scales & Use Tax | WSPS | RST | 17956407471867838 | 2007 | TRIOX | | | CARENCO | 6,177.61 |
| C-4 | 11 | C-4 Double Pump Cement Unit Scales & Use Tax | WSPS | RST | 17956407471867838 | 2007 | TRIOX | | | CARENCO | 7,754.06 |
| C-5 | | Connect Unit - Add on non-Peg joints | WSPS | RST | 17956407471867838 | | | | | CARENCO | |
| C-5 | | Connect Unit - Primary Costs | WSPS | RST | 17956407471867838 | | | | | CARENCO | |
| C-6 | 1 | Twin Cement Pumping Unit | WSPS | RST | 1R9504326CA494016 | 2012 | NOV Balligon | TCT-1200-T | | CARENCO | 1,259,560.70 |
| C-6 | 2 | Twin Cement Pumping Unit - Additional Cost | WSPS | RST | 1R9504326CA494016 | 2012 | NOV Balligon | TCT-1200-T | | CARENCO | 1,281,921.49 |
| CAT-003 | 1 | Chemical Additive Trailer | FSAX | RST | L495T13248V180008 | 2011 | IEREH | HIT-10 | | ABBVILLE | 30,766.45 |
| CAT-003 | 1 | Chemical Additive Trailer | FSAX | RST | L495T13248V180008 | 2012 | IEREH | HPGT-160 | CAT-003 | ABBVILLE | 471,854.69 |
| CAT-004 | 1 | Chemical Additive Trailer | FSAX | RST | L495T1325CV180015 | 2012 | IEREH | HIT-10 | | ABBVILLE | 407,249.33 |
| CAT-007 | 1 | Chemical Additive Trailer | FSAX | RST | L495T1325CV180015 | 2012 | IEREH | HIT-10 | | ABBVILLE | 569,244.54 |
| CE-00001 | 1 | HP L10 Advanced License - ERP/APP Infrastructure | FSAX | RST | 117745252E3808313 | 2013 | HP | HPGT/Transact QTS-5111 | CAT-004 | PENNSYLVANIA | 569,742.41 |
| CE-00002 | 1 | HP L146GB Dual Port Hard Drive - ERP/APP Infrastructure | FSAX | RST | PH12104080 | | HP | | | | 324.42 |
| CE-00003 | 1 | HP L146GB Dual Port Hard Drive - ERP/APP Infrastructure | FSAX | RST | PH11360716 | | HP | 14669 | | | 355.32 |
| CE-00004 | 1 | HP L146GB Dual Port Hard Drive - ERP/APP Infrastructure | FSAX | RST | PH11360716 | | HP | 14668 | | | 355.32 |
| CE-00005 | 1 | HP L146GB Dual Port Hard Drive - ERP/APP Infrastructure | FSAX | RST | PH11360716 | | HP | 14669 | | | 355.32 |
| CE-00006 | 1 | HP L146GB Dual Port Hard Drive - ERP/APP Infrastructure | FSAX | RST | PH11360716 | | HP | 14668 | | | 355.32 |
| CE-00007 | 1 | HP D850 07 Server - ERP/APP Infrastructure | FSAX | RST | 588072-821 | | HP | | | | 566.22 |
| CE-00008 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | | | HP | D360 | | | 2,341.97 |
| CE-00009 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV13200C59 | | HP | | | | 108.84 |
| CE-00010 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009FC | | HP | | | | 108.84 |
| CE-00011 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132006G1 | | HP | | | | 108.84 |
| CE-00012 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132006M4 | | HP | | | | 108.84 |
| CE-00013 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J5 | | HP | | | | 108.84 |
| CE-00014 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J6 | | HP | | | | 108.84 |
| CE-00015 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00016 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00017 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00018 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00019 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00020 | 1 | HP Memory 4GB-DIMM 240-pin - DDR3 - ERP/APP Infrastructure | FSAX | RST | KRV132009J9 | | HP | | | | 108.84 |
| CE-00021 | 1 | HP C1816 Management Arm - ERP/APP Infrastructure | FSAX | RST | 305405-821 | | HP | | | | 108.84 |
| CE-00022 | 1 | HP USB Interface Adapter - Video/USB Expander - ERP/APP Infrastructure | FSAX | RST | 336047-821 | | HP | | | | 102.46 |
| CE-00023 | 1 | Electronic HP Care pack Hardware Support - ERP/APP Infrastructure | FSAX | RST | U6893E | | HP | | | | 464.52 |
| CE-00024 | 1 | VISO SW License - Eri Blackwell | FSAX | RST | | | VISO | D86-04483 | | | 168.20 |
| CE-00025 | 1 | Microsoft Office 2008 R2 Standard License - ERP/APP Infrastructure | FSAX | RST | | | MICROSOFT | P73-04882 | | | 619.96 |
| CE-00026 | 1 | Microsoft Office 2010 Standard License - ERP/APP Infrastructure | FSAX | RST | | | MICROSOFT | Q21-09787 | | | 4,697.58 |
| CE-00027 | 1 | Microsoft Windows Remote Desktop 2008 R2 License - ERP/APP Infrastructure | FSAX | RST | | | MICROSOFT | 6NC-01164 | | | 1,158.14 |
| CE-00028 | 1 | Windows Server 2008 R2 Enterprise License - ERP/APP Infrastructure | FSAX | RST | | | MICROSOFT | P72-04219 | | | 2,814.76 |
| CE-00029 | 1 | Kingston 4GB add-in memory module - Arnet Cert Server | FSAX | RST | KTD-W566778G | | HP | 65608 | | | 242.00 |
| CE-00030 | 1 | Computer Build - HP Probook 6560B Laptop - Specs Background | FSAX | RST | 5CB2220V77 | | HP | 65608 | | | 902.41 |
| CE-00031 | 1 | Computer Build - HP Probook 6560B Laptop - Stephen Mann | FSAX | RST | 5CB2220V77 | | HP | 65608 | | | 1,252.77 |
| CE-00032 | 1 | Computer Build - HP Probook 6560B Laptop - GFE3 Show Booth | FSAX | RST | 5CB2220V77 | | HP | 65608 | | | 275.13 |
| CE-00033 | 1 | Computer Build - HP Probook 6560B Laptop - Systems Administrator | FSAX | RST | CS1M4C3105103/CS1M4C3M1704 | | ASUS | | | | 4,712.29 |
| CE-00034 | 1 | Computer Build - HP Probook 6560B Laptop - Systems Administrator | FSAX | RST | 5CB2340R65 | | HP | 6570W | | | 252.86 |
| CE-00035 | 1 | Computer Build - HP Probook 6560B Laptop - Systems Administrator | FSAX | RST | 5CB2340R65 | | HP | 6570W | | | 785.44 |
| CE-00036 | 1 | Computer Build - HP Probook 6570B Laptop - Renea Doucet | FSAX | RST | 2U42320V2ZH | | HP | 6200 | | | 902.39 |
| CE-00037 | 1 | Computer Build - HP Probook 6570B Laptop - J.Douglas Blair | FSAX | RST | 5CB2381568 | | HP | 6570B | | | 2,247.53 |
| CE-00038 | 1 | Computer Build - HP Probook 6570B Laptop - HR Dept. | FSAX | RST | 5CB2381568 | | HP | 6570B | | | 699.99 |
| CE-00039 | 1 | Computer Build - HP Probook 6570B Laptop - Kevin Carriere | FSAX | RST | 5CB2381568 | | HP | 6200 | | | 911.50 |
| CE-00040 | 1 | Computer Build - HP Probook 6570B Laptop - Charles Porter | FSAX | RST | 5CB2381568 | | HP | 6570B | | | 534.18 |
| CE-00041 | 1 | Computer Build - HP Probook 6570B Laptop - Michael Howard | FSAX | RST | 5CB2381568 | | TOSHIBA | | | | 969.00 |
| CE-00042 | 1 | Computer Build - HP Probook 6570B Laptop - Michael Howard | FSAX | RST | 5CB2381568 | | HP | 6570B | | | 188.03 |
| CE-00043 | 1 | Canon Portable Printer - Michael Howard | FSAX | RST | A759095592 | | CANON | | | | 121.75 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr. | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|-------------------------------------|-----|-----------|--------|-------------------|-------------------|-----------|
| CE-00041 | 1 | Computer Build - HP 9470M Mobile Workstation - Wins Test | | | CHU3081099 | HP | HP | 9470M | | | 4,070.88 |
| CE-00042 | 1 | HP 2510-48g PoE-Switch - Midland District | | | SG24950ND | HP | HP | 2510 | | | 3,533.26 |
| CE-00043 | 1 | HP E2110-24 Switch - Midland District | | | CH248FV1F6 | HP | HP | E2110 | | | 405.76 |
| CE-00044 | 1 | Mid Atlantic Vertical Wall Rack - Midland District | | | | | | | | | 305.70 |
| CE-00045 | 1 | Remote Assistance Upgrade - from version 7 to 8 / Addit channels | | | | | | | | | 3,976.45 |
| CE-00046 | 1 | HP USB Interface Adapter | | | 336047-821 | HP | HP | | | | 100.54 |
| CE-00047 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CS | HP | HP | | | | 106.86 |
| CE-00048 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CX1 | HP | HP | | | | 106.86 |
| CE-00049 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CS | HP | HP | | | | 106.86 |
| CE-00050 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CX1 | HP | HP | | | | 106.86 |
| CE-00051 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CX2 | HP | HP | | | | 109.36 |
| CE-00052 | 1 | HP 4GB Add-in Memory Module | | | KRV1320CX4 | HP | HP | | | | 109.36 |
| CE-00053 | 1 | HP Cable Management Arm | | | 365403-821 | HP | HP | | | | 110.37 |
| CE-00054 | 1 | HP Cable Management Arm | | | MKQ21200M | HP | HP | | | | 128.05 |
| CE-00055 | 1 | HP Dual Port Enterprise - Hard Drive - 300GB SAS-2 | | | 365403-821 | HP | HP | | | | 210.74 |
| CE-00056 | 1 | HP Dual Port Enterprise - Hard Drive - 300GB SAS-2 | | | ZC6214146 | HP | HP | | | | 251.00 |
| CE-00057 | 1 | HP Dual Port Enterprise - Hard Drive - 300GB SAS-2 | | | ZC6214K3Y | HP | HP | | | | 251.00 |
| CE-00058 | 1 | HP Dual Port Enterprise - Hard Drive - 300GB SAS-2 | | | ZC6214K3Z | HP | HP | | | | 251.00 |
| CE-00059 | 1 | HP Dual Port Enterprise - Hard Drive - 300GB SAS-2 | | | ZC6214JVG | HP | HP | | | | 251.00 |
| CE-00060 | 1 | HP iLo Advanced License | | | ZC6214K41 | HP | HP | | | | 318.73 |
| CE-00061 | 1 | HP Dual Port Enterprise - Hard Drive - 146GB SAS-2 | | | PH12160AK | HP | HP | | | | 353.59 |
| CE-00062 | 1 | HP Dual Port Enterprise - Hard Drive - 146GB SAS-2 | | | PH12160AH1 | HP | HP | | | | 353.59 |
| CE-00063 | 1 | Electronic HP Care pack Hardware Support | | | UE897E | HP | HP | | | | 485.51 |
| CE-00064 | 1 | Intel Xeon E5620 Processor | | | 588072-821 | HP | INTEL | E5620 | | | 571.75 |
| CE-00065 | 1 | Windows Server 2008 R2 License | | | P77-04219 | | | | | | 2,022.59 |
| CE-00066 | 1 | HP ProLiant DL180 G7 Server | | | MYQ2166669 | HP | HP | DL360 | | | 2,346.79 |
| CE-00067 | 1 | Computer Build - HP Compaq 6700 Pro - Amanda Jeanne | | | ZUA21B1WX | HP | HP | 6200 | | | 728.59 |
| CE-00068 | 1 | HP ProLiant ML110 G7 Server - Houston Server Equipment | | | 3M21070JRM | HP | HP | ML110 | | | 2,800.94 |
| CE-00069 | 1 | P205D Printer - Weatherford Dispatch | | | VNB9305961 | | MACROSOFT | P2055D | | | 32,355.25 |
| CE-00070 | 1 | Mitronix Dynamics GP Software | | | 9UC5N8D | | HP | | | | 180.88 |
| CE-00071 | 1 | Electronic HP Care Pack Hardware Support 3 Year Warranty | | | 4C23102TZ | | HP | 6560B | | | 755.67 |
| CE-00072 | 1 | HP ProBook 6560B 15.6" Core i5 2410M Windows 7 Pro 64-bit | | | | | NIKON | | | | 119.96 |
| CE-00073 | 1 | Nikon Cool Pix - Dale Darbonne | | | | | | | | | 455.54 |
| CE-00074 | 1 | Monitor (VAN003) - Dale Darbonne | | | | | | | | | 206.98 |
| CE-00075 | 1 | Computer Build - HP Probook 6560B - K. Hopkins | | | | | | | | | 1,655.59 |
| CE-00076 | 1 | APC Smart-Ups x1500 Rack/Tower LCD - AMBLAN-WIRELESS | | | SC220296P6 | HP | APC | 6560B | | | 3,653.19 |
| CE-00077 | 1 | Chico Int. Radio Ant. - AMBLAN-WIRELESS | | | SMK1500M4ZU | | APC | | | | 603.55 |
| CE-00078 | 1 | APC Network Management Card 2-remote mgmt adapter - AMBLAN-WIRELESS | | | SFTX145N0PA_SFTX145N0PA_SFTX145N0PA | | APC | | | | 2,907.29 |
| CE-00079 | 1 | HP ProCurve 2910AL-48G-PoE+ Switch - AMBLAN-WIRELESS | | | APR630 | | APC | | | | 1,498.14 |
| CE-00080 | 1 | HP ProCurve 2910AL-48G-PoE+ Switch - AMBLAN-WIRELESS | | | SG1445H8N | HP | HP | 2910AL | | | 1,498.14 |
| CE-00081 | 1 | Computer Build - HP Probook 6560B - Acct Support Laptops | | | 593441SH92 | HP | HP | 2910AL | | | 1,890.83 |
| CE-00082 | 1 | Computer Build - HP Probook 6560B - Acct Support Laptops | | | 5CB14700PL | HP | HP | 6560B | | | 3,401.67 |
| CE-00083 | 1 | Computer Build - HP Elitebook Mobile Workstation B160W E-2540M S00G3 - Acct Support | | | 5CB14700QB | HP | HP | 8460W | | | 289.10 |
| CE-00084 | 1 | HP ProLiant ML110 G7 Server - AMBIDCSERVER | | | CHU1470CXL | HP | HP | ML110 | | | 156.56 |
| CE-00085 | 1 | Electronic HP Care Pack Hardware Support 3 Yr Server Warranty - Core Controller | | | 2M214501W2 | HP | HP | | | | 179.62 |
| CE-00086 | 1 | HP Memory 4GB Module - Core Back up Server | | | U4681E | HP | HP | | | | 207.42 |
| CE-00087 | 1 | Fujitsu ScanSnap S1100 Scanner - Colby Abarrado | | | KRV12893M | HP | HP | 51100 | | | 471.84 |
| CE-00088 | 1 | Canon Phoma iF-100 20PPM - Colby Abarrado | | | 911446002818A21ACC62004 | | FUJITSU | | | | 459.89 |
| CE-00089 | 1 | Microsoft Access 2010 License | | | 16503 | | CANON | | | | |
| CE-00090 | 1 | Adobe Acrobat X Standard License | | | 077-06126 | | ADOBE | | | | |
| CE-00091 | 1 | ASUS Transformer Prime TF201-31GB-Champagne | | | 65086303A001A00 | | ASUS | | | | |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC.
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION |
|----------------|--------|---|---------------|--------------|------------------|----|-----------|--------|-------------------|-------------------|
| CE-00092 | | 1 Computer Build - HP Elitebook Mobile Workstation S8 8460W I5-2540M 500GB - Dillard Ortega | | | ENJ157047P | | HP | 8460W | | \$ 2,312.38 |
| CE-00093 | | 1 HP Elitebook Mobile Workstation 8460W I5-2540M 500GB - Dillard Ortega | | | CHU12325GW | | HP | 8460W | | \$ 1,101.66 |
| CE-00094 | | 1 Computer Build - HP S8 6560B I5-2410M 320GB Laptop | | | 4C214601TY | | HP | 6560B | | \$ 1,648.29 |
| CE-00095 | | 1 Computer Build - HP S8 6560B I5-2410M 320GB Laptop | | | 4C214609M4 | | HP | 6560B | | \$ 1,675.38 |
| CE-00096 | | 1 Computer Build - HP S8 6560B I5-2410M 320GB Laptop | | | 4C214606K6 | | HP | 6560B | | \$ 1,675.38 |
| CE-00097 | | 1 Computer Build - HP S8 6560B I5-2410M 320GB Laptop | | | 4C214607T0 | | HP | 6560B | | \$ 1,675.38 |
| CE-00098 | | 1 Computer Build - HP S8 6560B I5-2410M 320GB Laptop | | | 4C214607TL | | HP | 6560B | | \$ 1,675.38 |
| CE-00099 | | 1 HP Probook 6560b | | | 4C21460781 | | HP | 6560B | | \$ 791.29 |
| CE-00100 | | 1 Computer Build - HP S8 6560B I5-2410M Laptop | | | 4C214608B6 | | HP | 6560B | | \$ 911.12 |
| CE-00101 | | 1 HP Dual Port Enterprise - Hard Drive - 30063 - SAS-2 - GFEL Web Server | | | 2C6203507T | | HP | | | \$ 739.46 |
| CE-00102 | | 1 HP Dual Port Enterprise - Hard Drive - 30063 - SAS-2 - GFEL Web Server | | | 36C203507Y | | HP | | | \$ 450.38 |
| CE-00103 | | 1 HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C21460790 | | HP | 6560B | | \$ 755.67 |
| CE-00104 | | 1 Computer Build - HP Probook 6560b | | | 4C214607F9 | | HP | 6560B | | \$ 1,312.83 |
| CE-00105 | | 1 Computer Build - HP Probook 6560b | | | 4C214607VH | | HP | 6560B | | \$ 1,312.83 |
| CE-00106 | | 1 Computer Build - HP Probook 6560b | | | 4C214607V6 | | HP | 6560B | | \$ 1,312.83 |
| CE-00107 | | 1 Computer Build - HP Probook 6560b | | | 4C214608BP | | HP | 6560B | | \$ 1,312.83 |
| CE-00108 | | 1 HP Probook 6560b | | | 4C214608BW | | HP | 6560B | | \$ 1,090.21 |
| CE-00109 | | 1 HP Probook 6560b | | | 4C2146080Z | | HP | 6560B | | \$ 1,090.21 |
| CE-00110 | | 1 HP Probook 6560b | | | 4C214608H2 | | HP | 6560B | | \$ 1,090.21 |
| CE-00111 | | 1 HP Probook 6560b | | | 4C214608H1 | | HP | 6560B | | \$ 1,090.21 |
| CE-00112 | | 1 HP Probook 6560b | | | 4C2146088D | | HP | 6560B | | \$ 1,090.21 |
| CE-00113 | | 1 HP Probook 6560b | | | 4C2146089E | | HP | 6560B | | \$ 1,090.21 |
| CE-00114 | | 1 Computer Build - HP Compaq 6300Pro Core I5-2120 500GB - Acct Dept | | | 2U4L481802 | | HP | 6200 | | \$ 739.71 |
| CE-00115 | | 1 Computer Build - HP Compaq 6200Pro Core I5-2120 500GB - Acct Dept | | | 2U4A3920K2 | | HP | 6200 | | \$ 739.71 |
| CE-00116 | | 1 Computer Build - HP Probook 6560b - Acct Dept | | | 4C21460225 | | HP | 6560B | | \$ 2,941.09 |
| CE-00117 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit - Mike Keys | | | 4C214601V9 | | HP | 6560B | | \$ 1,315.89 |
| CE-00118 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C2151009Q | | HP | 6560B | | \$ 1,258.89 |
| CE-00119 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C2151009Q | | HP | 6560B | | \$ 1,258.89 |
| CE-00120 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C21510084 | | HP | 6560B | | \$ 1,258.89 |
| CE-00121 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C21510095 | | HP | 6560B | | \$ 1,258.89 |
| CE-00122 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C2151009Q | | HP | 6560B | | \$ 1,258.89 |
| CE-00123 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C21510098 | | HP | 6560B | | \$ 1,258.89 |
| CE-00124 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C21510089 | | HP | 6560B | | \$ 1,258.89 |
| CE-00125 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C2151007W | | HP | 6560B | | \$ 1,026.47 |
| CE-00126 | | 1 Computer Build - HP Probook 6560b 15.6" Core I5 2410M Windows 7 Pro 64-bit | | | 4C2151007V | | HP | 6560B | | \$ 1,026.47 |
| CE-00127 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00128 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00129 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00130 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00131 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00132 | | 1 Computer Build - HP Compaq 6200 Pro - Core I3 2120 3.36GHz | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00133 | | 1 HP Data Protector On-Line Extension License | | | MXL2093M2 | | HP | 6200 | | \$ 1,026.11 |
| CE-00134 | | 1 Remote Control & Presentation Software Upgrade | | | B69658A | | HP | | | \$ 871.08 |
| CE-00135 | | 1 MS Office Standard - Chastly Bluges | | | | | MICROSOFT | | | \$ 871.08 |
| CE-00136 | | 1 Computer Build - HP Probook 6560b - Jonathan Dagnils | | | 50R2220V6Q | | HP | 6560B | | \$ 312.61 |
| CE-00137 | | 1 Computer Build - HP Probook 6560b - Jean Meulde | | | 50R3535C4V4 | | HP | 6560B | | \$ 1,415.62 |
| CE-00138 | | 2 Computer Build - Samsung E1920C Modem - Jean Moulde | | | YDQHQ4L000069 | | SAMSUNG | E1920C | | \$ 862.95 |
| CE-00139 | | 1 Cisco Aironet 1131AG Wireless Access Point - Cuencero Infrast Build | | | SFTY1634N6P | | CISCO | 1131AG | | \$ 443.98 |
| CE-00140 | | 1 Cisco Aironet 1131AG Wireless Access Point - Cuencero Infrast Build | | | SFTY1634N6H | | CISCO | 1131AG | | \$ 443.98 |
| CE-00141 | | 1 Cisco Aironet 1131AG Wireless Access Point - Cuencero Infrast Build | | | SFTY1634N6C | | CISCO | 1131AG | | \$ 443.98 |
| CE-00142 | | 1 Cisco Aironet 1131AG Wireless Access Point - Cuencero Infrast Build | | | SFTY1634N6X | | CISCO | 1131AG | | \$ 443.98 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset ID# / Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION |
|--------------------|---|---------------|--------------|------------------|----|-----------|--------|-------------------|-------------------|
| CE-00142 | 1 Cisco Aironet 1131AG Wireless Access Point - Carenco Infrast Build | | | SFTX1638NDW | | CISCO | 1131AG | | \$ 443.98 |
| CE-00143 | 1 Cisco Aironet 1131AG Wireless Access Point - Carenco Infrast Build | | | SFTX1638NDW | | CISCO | 1131AG | | \$ 443.97 |
| CE-00144 | 1 HP16 Network Switch - Carenco Infrast Build | | | CH7F813TC | | HP | | | \$ 310.21 |
| CE-00145 | 1 HP16 Network Switch - Carenco Infrast Build | | | CH7F8131G | | HP | | | \$ 310.20 |
| CE-00146 | 1 HP PoE + 24 Port Switch - Carenco Infrast Build | | | 502300QHP | | HP | | | \$ 2,244.81 |
| CE-00147 | 1 HP PoE + 24 Port Switch - Carenco Infrast Build | | | 502300QHP59 | | HP | | | \$ 2,244.80 |
| CE-00148 | 1 APC Smart UPS SM7750 Rack/Tower - Carenco Infrast Build | | | 543421213688 | | APC | | | \$ 441.12 |
| CE-00149 | 1 UPS x 1500 Battery Backup & Surge Protector - Carenco Infrast Build | | | 543421611622 | | APC | | | \$ 639.77 |
| CE-00150 | 1 APC Smart UPS 3000 LCD - Carenco Infrast Build | | | 515108000985 | | APC | | | \$ 1,071.82 |
| CE-00151 | 1 Cables - Carenco Infrast Build | | | | | | | | \$ 505.32 |
| CE-00152 | 1 APC Back UPS ES 750 - Carenco Infrast Build | | | 88750G | | APC | | | \$ 101.71 |
| CE-00153 | 1 APC Network Management Card (3) - Carenco Infrast Build | | | AP9650 | | APC | | | \$ 713.46 |
| CE-00154 | 1 Cisco Alomnet Power Injector - Carenco Infrast Build | | | | | CISCO | | | \$ 80.18 |
| CE-00155 | 1 USB Link | | | | | | | | \$ 684.48 |
| CE-00156 | 1 Computer Build - HP 6200 Desktop - Carenco Front Office | | | 2UAC3308IP | | HP | 6200 | | \$ 692.66 |
| CE-00157 | 1 Phone System - Carenco District | | | | | | | | \$ 4,931.31 |
| CE-00158 | 1 Computer Build - HP Probook 6570b - Vanessa Madrid | | | 5CB2432067 | | HP | 6570B | | \$ 883.37 |
| CE-00159 | 1 Computer Build - Microsoft Office 2010 License - Tim Ware | | | | | MICROSOFT | | | \$ 484.73 |
| CE-00159 | 2 Computer Build - HP - Tim Ware | | | 5CB23515LL | | HP | | | \$ 1,311.00 |
| CE-00160 | 1 Portable Canon Printer - Tim Ware | | | ACT525633 | | CANON | | | \$ 137.63 |
| CE-00161 | 1 HP 6370B Laptop - Jake Johnson | | | 5CB24609761A | | HP | 6570B | | \$ 788.76 |
| CE-00162 | 1 Canon Plasma IP-100 20PPM | | | 9114468002 | | CANON | IP-100 | | \$ 207.20 |
| CE-00163 | 1 Microsoft Office Standard 2010 License | | | | | MICROSOFT | | | \$ 626.43 |
| CE-00164 | 1 Computer Build - HP Probook 6560b - M.Pitre | | | 54302090H7 | | HP | 6560B | | \$ 1,299.09 |
| CE-00165 | 1 Computer Build - HP Probook 6560b | | | | | HP | 6560B | | \$ 626.43 |
| CE-00166 | 1 HP Probook 6560B 15.6" IS-2410M | | | 4C23460488 | | HP | 6560B | | \$ 760.45 |
| CE-00167 | 1 HP Probook 6560B 15.6" IS-2410M | | | 4C2346049A | | HP | 6560B | | \$ 760.45 |
| CE-00168 | 1 HP Probook 6560B 15.6" IS-2410M | | | 4C2346047T | | HP | 6560B | | \$ 760.44 |
| CE-00169 | 1 HP Probook 6560B 15.6" IS-2410M | | | 4C2346047F | | HP | 6560B | | \$ 760.44 |
| CE-00170 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016470 | | FUJITSU | S1100 | | \$ 181.95 |
| CE-00171 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016409 | | FUJITSU | S1100 | | \$ 182.95 |
| CE-00172 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016422 | | FUJITSU | S1100 | | \$ 183.95 |
| CE-00173 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016463 | | FUJITSU | S1100 | | \$ 183.95 |
| CE-00174 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016473 | | FUJITSU | S1100 | | \$ 183.95 |
| CE-00175 | 1 Canon Plasma IP-100 20PPM | | | ACCV541336 | | CANON | IP-100 | | \$ 205.29 |
| CE-00176 | 1 Canon Plasma IP-100 20PPM | | | ACCV54297 | | CANON | IP-100 | | \$ 205.29 |
| CE-00177 | 1 Canon Plasma IP-100 20PPM | | | ACCV54300 | | CANON | IP-100 | | \$ 205.28 |
| CE-00178 | 1 Canon Plasma IP-100 20PPM | | | ACCV54302 | | CANON | IP-100 | | \$ 205.28 |
| CE-00179 | 1 Microsoft Standard 2010 License / Adobe Pro License | | | | | MICROSOFT | | | \$ 1,235.50 |
| CE-00180 | 1 Computer Build - HP 6200 Desktop - Crystale Kidoaux | | | MRL2252PH | | HP | 6200 | | \$ 388.37 |
| CE-00181 | 1 Computer Build - HP 6570b Laptop - Brian Jackson | | | 5CB2321663 | | HP | 6570B | | \$ 1,070.82 |
| CE-00182 | 1 Computer Build - HP 6560b Laptop - Shane Robinson | | | 5CB2222FTD | | HP | 6560B | | \$ 896.26 |
| CE-00183 | 1 Computer Build - HP 6200 Desktop | | | 2UA11616KL | | HP | 6200 | | \$ 2,511.28 |
| CE-00184 | 1 Computer Build - HP 6200 Desktop | | | 2UA11616KL | | HP | 6200 | | \$ 2,511.28 |
| CE-00185 | 1 Wireless Router - 4 port | | | | | | | | \$ 150.66 |
| CE-00186 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016487 | | FUJITSU | S1100 | | \$ 183.85 |
| CE-00187 | 1 Fujitsu ScanSnap S1100 Scanner | | | 016487 | | FUJITSU | S1100 | | \$ 184.05 |
| CE-00188 | 1 Canon Plasma IP-100 20PPM | | | ACCV54293 | | CANON | IP-100 | | \$ 207.16 |
| CE-00189 | 1 Canon Plasma IP-100 20PPM | | | ACCV53908 | | CANON | IP-100 | | \$ 207.17 |
| CE-00190 | 1 Computer Build - HP Probook 6560B 15.6" IS-2410M 20GB Laptop | | | 5CB247065G | | HP | 6560B | | \$ 1,085.73 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit Suffix | Description | Min Category | Sub-category | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-------------------|---|--------------|--------------|----|-----------|--------|-------------------|-------------------|-------------|
| CE-00191 | 1 | HP Probook 6560B 15.6" IS-2410M | | | | HP | 6560B | | | \$ 760.45 |
| CE-00192 | 1 | HP Probook 6560B 15.6" IS-2410M | | | | HP | 6560B | | | \$ 760.45 |
| CE-00193 | 1 | HP Compaq 6200Pro Core IS-2120 500GB | | | | HP | 6200 | | | \$ 1,418.35 |
| CE-00194 | 1 | HP Compaq 6200Pro Core IS-2120 500GB | | | | HP | 6200 | | | \$ 1,418.35 |
| CE-00195 | 1 | HP Compaq 6200Pro Core IS-2120 500GB | | | | HP | 6200 | | | \$ 1,330.24 |
| CE-00196 | 1 | HP Compaq 6200Pro Core IS-2120 500GB | | | | HP | 6200 | | | \$ 1,099.27 |
| CE-00197 | 1 | HP Compaq 6200Pro Core IS-2120 500GB | | | | HP | 6200 | | | \$ 1,099.27 |
| CE-00198 | 1 | HP Probook 6560B 15.6" IS-2410M 320GB Laptop | | | | HP | 6560B | | | \$ 1,209.04 |
| CE-00199 | 1 | Casa Logic 16" Laptop Case (2) | | | | HP | | | | \$ 68.63 |
| CE-00200 | 1 | VGA Video Extender over DMS | | | | | | | | \$ 144.86 |
| CE-00201 | 1 | Ergotron LX Desk Mount LCD Arm-Mounting Kit | | | | | | | | \$ 278.63 |
| CE-00202 | 1 | Computer Build - HP Probook 6560B | | | | HP | 6560B | | | \$ 1,026.94 |
| CE-00203 | 1 | Computer Build - HP Probook 6560B | | | | HP | 6560B | | | \$ 1,026.94 |
| CE-00204 | 1 | Canon Plasma IP100 | | | | CANON | IP-100 | | | \$ 198.86 |
| CE-00205 | 1 | Canon Plasma IP100 | | | | CANON | IP-100 | | | \$ 198.86 |
| CE-00206 | 1 | Canon Plasma IP100 | | | | CANON | IP-100 | | | \$ 198.86 |
| CE-00207 | 1 | Canon Plasma IP100 | | | | CANON | IP-100 | | | \$ 198.86 |
| CE-00208 | 1 | Computer Build - HP Probook 6560B | | | | HP | 6560B | | | \$ 1,026.94 |
| CE-00209 | 1 | Computer Build - HP Probook 6560B | | | | HP | 6560B | | | \$ 1,026.94 |
| CE-00210 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 749.70 |
| CE-00211 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 721.61 |
| CE-00212 | 1 | RE, Dellthink Adapter | | | | | | | | \$ 673.83 |
| CE-00213 | 1 | Computer Build - HP Probook 6560B | | | | HP | 6560B | | | \$ 1,026.94 |
| CE-00214 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 741.44 |
| CE-00215 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 710.02 |
| CE-00216 | 1 | Ergotron LX Dual Side-by-Side Arm-Mounting Kit | | | | | | | | \$ 1,977.93 |
| CE-00217 | 1 | Computer Build - HP Compaq 6200 Pro | | | | HP | 6200 | | | \$ 1,026.94 |
| CE-00218 | 1 | Ethernet Power Cable | | | | | | | | \$ 1,951.51 |
| CE-00219 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 711.62 |
| CE-00220 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 715.62 |
| CE-00221 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 715.61 |
| CE-00222 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 715.61 |
| CE-00223 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,026.15 |
| CE-00224 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,026.15 |
| CE-00225 | 1 | HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,026.15 |
| CE-00226 | 1 | Computer Build - HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,027.93 |
| CE-00227 | 1 | Computer Build - HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,027.93 |
| CE-00228 | 1 | Computer Build - HP Probook 6560B - 15.6" - Core IS 2410M | | | | HP | 6560B | | | \$ 1,027.93 |
| CE-00229 | 1 | Microsoft Office Standard 2010 License | | | | MICROSOFT | | | | \$ 626.43 |
| CE-00230 | 1 | HP Probook 6560B Notebook Computer | | | | HP | 6560B | | | \$ 677.49 |
| CE-00231 | 1 | HP Probook 6560B Notebook Computer-15.6" | | | | HP | 6560B | | | \$ 677.38 |
| CE-00232 | 1 | HP Probook 6560B Notebook Computer-15.6" | | | | HP | 6560B | | | \$ 677.38 |
| CE-00233 | 1 | HP Probook 6560B Notebook Computer | | | | HP | 6560B | | | \$ 681.80 |
| CE-00234 | 1 | HP Probook 6560B Notebook Computer | | | | HP | 6560B | | | \$ 681.80 |
| CE-00235 | 1 | HP Probook 6560B Notebook Computer | | | | HP | 6560B | | | \$ 681.80 |
| CE-00236 | 1 | HP Probook 6560B Notebook Computer | | | | HP | 6560B | | | \$ 681.80 |
| CE-00237 | 1 | HP Probook 6560 Laptop | | | | HP | 6560B | | | \$ 675.42 |
| CE-00238 | 1 | HP Probook 6560 Laptop | | | | HP | 6560B | | | \$ 675.42 |
| CE-00239 | 1 | HP Probook 6560 Laptop | | | | HP | 6560B | | | \$ 675.42 |
| CE-00240 | 1 | HP Probook 6560 Laptop | | | | HP | 6560B | | | \$ 681.85 |
| CE-00241 | 1 | HP Probook 6560B Laptop | | | | HP | 6560B | | | \$ 681.85 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|-----------|--------|-------------------|-------------------|--------------|
| CE-00242 | 1 | HP Probook 6560b Laptop | | | SCB2320BLW | | HP | 6560B | | | \$ 645.38 |
| CE-00243 | 1 | HP Probook 6560b Laptop | | | SCB2320BNA8 | | HP | 6560B | | | \$ 681.85 |
| CE-00244 | 1 | HP Probook 6560b Laptop | | | SCB2320BNO | | HP | 6560B | | | \$ 681.85 |
| CE-00245 | 1 | Computer Build - HP Probook 6560b Laptop | | | | | HP | 6560B | | | \$ 901.97 |
| CE-00246 | 1 | HP Probook 6560b Laptop | | | | | HP | 6560B | | | \$ 617.50 |
| CE-00247 | 1 | HP Probook 6560b Laptop | | | | | HP | 6560B | | | \$ 681.80 |
| CE-00248 | 1 | Computer Build - HP Probook 6560b laptop | | | 5CB2353CVK | | HP | 6560B | | | \$ 1,014.57 |
| CE-00249 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB21510S9 | | HP | 6560B | | | \$ 1,062.99 |
| CE-00250 | 1 | HPN1006 External Speakers | | | SCB215101G | | HP | 6560B | | | \$ 389.67 |
| CE-00251 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB2085R90 | | HP | 6560B | | | \$ 916.87 |
| CE-00252 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB2085R96 | | HP | 6560B | | | \$ 1,553.30 |
| CE-00253 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB2120133 | | HP | 6560B | | | \$ 925.02 |
| CE-00254 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB2064088 | | HP | 6560B | | | \$ 925.02 |
| CE-00255 | 1 | Computer Build - Panasonic Toughbook 31 - 13.1" - Core B3 2310M | | | 1L13A35947 | | PANASONIC | | | | \$ 2,563.69 |
| CE-00256 | 1 | Computer Build - HP Probook 6560b laptop | | | UM225A244 | | HP | 6560 | | | \$ 1,031.53 |
| CE-00257 | 1 | Computer Build - HP 6570b Laptop | | | 5CJ24415LG | | HP | 6570B | | | \$ 2,040.97 |
| CE-00258 | 1 | Computer Build - HP 6300 Pro SFF Computer | | | MXL2M11R03 | | HP | 6300 | | | \$ 1,929.91 |
| CE-00259 | 1 | Computer Build - HP S86300 PRO SFF Computer | | | MXL2S11R04 | | HP | 6300 | | | \$ 1,929.91 |
| CE-00260 | 1 | Computer Build - HP S86300 PRO SFF Computer | | | MXL2S11R04 | | HP | 6300 | | | \$ 1,278.83 |
| CE-00261 | 1 | Computer Build - HP S86300 PRO SFF Computer | | | MXL2S11R04 | | HP | 6300 | | | \$ 1,176.65 |
| CE-00262 | 1 | Computer Build - HP S86300 PRO SFF Computer | | | MXL2S11R04 | | HP | 6300 | | | \$ 1,411.35 |
| CE-00263 | 1 | HP 24-Port Power Over Ethernet Switch - Carisco Man Camp | | | CH250217 | | HP | | | | \$ 1,042.26 |
| CE-00264 | 1 | APC Smart UPS 11500 | | | 5A43185216076 | | APC | | | | \$ 621.89 |
| CE-00265 | 1 | Snk T2200 Firewall | | | 007CS9C084 | | SONIC | T2200 | | | \$ 703.96 |
| CE-00266 | 1 | Cisco Wireless Access Point 1131AG | | | SFT11643HOH | | CISCO | 1131AG | | | \$ 440.62 |
| CE-00267 | 1 | Cisco Wireless Access Point 1131AG | | | SFT11643HOHL | | CISCO | 1131AG | | | \$ 440.62 |
| CE-00268 | 1 | HP Probook 6560b Notebook Computer | | | SCB2322093 | | HP | 6560B | | | \$ 728.03 |
| CE-00269 | 1 | HP Probook 6560b Notebook Computer | | | SCB2322093 | | HP | 6560B | | | \$ 728.03 |
| CE-00270 | 1 | HP Probook 6560b Notebook Computer | | | SCB2322093 | | HP | 6560B | | | \$ 728.03 |
| CE-00271 | 1 | HP Probook 6560b Notebook Computer | | | SCB2322093 | | HP | 6560B | | | \$ 728.03 |
| CE-00272 | 1 | HP Probook 6560b Notebook Computer | | | SCB2322093 | | HP | 6560B | | | \$ 728.03 |
| CE-00273 | 1 | Canon Powers IP-100 Mobile Printer | | | ACC752E3 | | CANON | IP-100 | | | \$ 721.96 |
| CE-00274 | 1 | Computer Build - HP Probook 6560b laptop | | | SCB2220V00 | | HP | 6560B | | | \$ 1,402.43 |
| CE-00275 | 1 | HP Probook 6560b Notebook Computer | | | SCB2220V9T | | HP | 6560B | | | \$ 677.37 |
| CE-00276 | 1 | HP Probook 6560b Notebook Computer | | | SCB2220V32 | | HP | 6560B | | | \$ 681.80 |
| CE-00277 | 1 | HP Probook 6560b Notebook Computer | | | SCB2220V9Y | | HP | 6560B | | | \$ 681.80 |
| CE-00278 | 1 | HP Probook 6560b Notebook Computer | | | SCB23408F9 | | HP | 6560B | | | \$ 677.37 |
| CE-00279 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400CM | | HP | 6560B | | | \$ 681.80 |
| CE-00280 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400PC3 | | HP | 6560B | | | \$ 681.80 |
| CE-00281 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400B | | HP | 6560B | | | \$ 681.80 |
| CE-00282 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400C8 | | HP | 6560B | | | \$ 677.37 |
| CE-00283 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400C6 | | HP | 6560B | | | \$ 711.34 |
| CE-00284 | 1 | HP Probook 6560b Notebook Computer | | | SCB23400Q | | HP | 6560B | | | \$ 681.80 |
| CE-00285 | 1 | HP Probook 6560b Notebook Computer | | | SCB2353CV | | HP | 6560B | | | \$ 681.80 |
| CE-00286 | 1 | HP Probook 6560b Notebook Computer | | | SCB2353CVQ | | HP | 6560B | | | \$ 681.80 |
| CE-00287 | 1 | HP Probook 6560b Notebook Computer | | | SCB2355C0 | | HP | 6560B | | | \$ 681.80 |
| CE-00288 | 1 | HP Probook 6560b Laptop | | | SCB2320M99 | | HP | 6560B | | | \$ 681.85 |
| CE-00289 | 1 | HP Probook 6560b Laptop | | | SCB2320M0 | | HP | 6560B | | | \$ 681.85 |
| CE-00290 | 1 | HP Probook 6560b Laptop | | | SCB2320M4 | | HP | 6560B | | | \$ 681.85 |
| CE-00291 | 1 | HP Probook 6560b Laptop | | | SCB2320M4 | | HP | 6560B | | | \$ 681.85 |
| CE-00292 | 1 | BM Series Wireless Device Installation Kit - Carisco Man Camp | | | | | HP | | | | \$ 12,870.15 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|--------------------------|----|-----------|-----------|-------------------|-------------------|--------------|
| CE-00293 | 1 | APC Smart UPS 11500 | | | 563232926150 | | APC | | | | \$ 603.12 |
| CE-00294 | 1 | CISCO Aironet Wireless Access Point | | | SFTX1643N098 | | CISCO | | | | \$ 429.16 |
| CE-00295 | 1 | CISCO Aironet Wireless Access Point | | | SFTX1644N085 | | CISCO | | | | \$ 429.16 |
| CE-00296 | 1 | CISCO Aironet Wireless Access Point 1131AG | | | SFTX1642N0HF | | CISCO | 1131AG | | | \$ 429.16 |
| CE-00297 | 1 | CISCO Aironet Wireless Access Point 1131AG | | | SFTX1642N0HF | | CISCO | 1131AG | | | \$ 429.16 |
| CE-00298 | 1 | Dell Sonitwell Rackmount KR | | | FFFFF069F7 | | DELL | | | | \$ 93.91 |
| CE-00299 | 1 | HP 2910M4 48-Port PoE Switch | | | 6Z231JLNGF | | HP | 2910M4 | | | \$ 5,053.53 |
| CE-00300 | 1 | HP V1910 16-Port Switch | | | CX298X1KX1 | | HP | V1910 | | | \$ 311.93 |
| CE-00301 | 1 | HP ProLiant ML110 G7 Server | | | 2M24409E1 | | HP | ML110 | | | \$ 2,287.80 |
| CE-00302 | 1 | HP 6300 Pro SFF Computer | | | 2UA2490S5 | | HP | 6300 | | | \$ 566.97 |
| CE-00303 | 1 | HP 6570b Laptop | | | 6CB2452066 | | HP | 6570b | | | \$ 736.76 |
| CE-00304 | 1 | Computer Build - HP Probook 6560b laptop | | | 5CB2571653 | | HP | 6560b | | | \$ 1,070.82 |
| CE-00305 | 1 | Computer Build - HP Probook 6560b laptop | | | 5CB2571651 | | HP | 6560b | | | \$ 1,070.82 |
| CE-00306 | 1 | Computer Build - HP Probook 6560b laptop | | | 5CB2571652 | | HP | 6560b | | | \$ 1,070.82 |
| CE-00307 | 1 | Portable Canon Printer | | | ACT3218600 | | CANON | | | | \$ 221.90 |
| CE-00308 | 1 | HP Probook 6560b Laptop - Kevin Hutchinson | | | 6560b | | HP | 6560b | | | \$ 877.20 |
| CE-00309 | 1 | HP Probook 6560b Laptop - Jonathan Trussell | | | 6560b | | HP | 6560b | | | \$ 639.73 |
| CE-00310 | 1 | HP Probook 6560b Laptop - Sean Walkmyer | | | 6560b | | HP | 6560b | | | \$ 633.54 |
| CE-00311 | 1 | HP Probook 6560b Laptop - James Burroughs | | | 6560b | | HP | 6560b | | | \$ 618.71 |
| CE-00312 | 1 | Toshiba JP Desk Phone | | | | | TOSHIBA | | | | \$ 84.14 |
| CE-00313 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 904.33 |
| CE-00314 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 931.03 |
| CE-00315 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 927.45 |
| CE-00316 | 1 | APC Network Management Card 2 - remote mgmt adapter | | | APN630 | | APC | | | | \$ 244.60 |
| CE-00317 | 1 | APC SmartUPS 41500 Rack/Tower LCD | | | SMX1508M2U | | APC | | | | \$ 660.16 |
| CE-00318 | 1 | Cisco Int. Radio Ant. | | | SFTX1604MDQ | | CISCO | | | | \$ 443.72 |
| CE-00319 | 1 | Cisco Int. Radio Ant. | | | SFTX1545NHE | | CISCO | | | | \$ 443.72 |
| CE-00320 | 1 | Cisco Int. Radio Ant. | | | SFTX1545NHD | | CISCO | | | | \$ 443.72 |
| CE-00321 | 1 | Cisco Int. Radio Ant. | | | SFTX1545NHP | | CISCO | | | | \$ 443.72 |
| CE-00322 | 1 | Dell Sonitwell Rackmount KR | | | FFFFF06C043 | | DELL | | | | \$ 115.36 |
| CE-00323 | 1 | HP ProCurve 2910AL-48G-PoE+ Switch | | | 563210SH49 | | HP | 2910AL | | | \$ 3,203.54 |
| CE-00324 | 1 | HP V1910 16-Port Switch | | | CX238X107M | | HP | V1910 | | | \$ 299.94 |
| CE-00325 | 1 | Sonicwall Global VPN Client - License | | | 01-SG-3111 | | SONICWALL | | | | \$ 295.11 |
| CE-00326 | 1 | Sonicwall NSA 340-TotalSecure Security Appliance | | | 0017C80684C | | SONICWALL | | | | \$ 1,381.56 |
| CE-00327 | 1 | Trend Micro Worry-Free Business Security Upgrade License | | | OMUM0001 | | | | | | \$ 746.14 |
| CE-00328 | 1 | Lenmark E1600n Mono Laser Printer | | | S728BK12 | | LENMARK | E1600N | | | \$ 240.23 |
| CE-00329 | 1 | Lenmark E1600n Mono Laser Printer | | | S729CVM | | LENMARK | E1600N | | | \$ 240.23 |
| CE-00330 | 1 | Computer Build - HP 6300 Pro SFF Desktop Computer | | | 2UA2101V51 | | HP | 6300 | | | \$ 679.11 |
| CE-00331 | 1 | Toshiba Phone System & 20 Telephones | | | | | TOSHIBA | | | | \$ 12,044.89 |
| CE-00332 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 1,222.51 |
| CE-00333 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 1,222.51 |
| CE-00334 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 1,222.51 |
| CE-00335 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 1,249.51 |
| CE-00336 | 1 | Computer Build - HP Probook 6560b laptop | | | 6560b | | HP | 6560b | | | \$ 1,243.51 |
| CE-00337 | 1 | Pad - Apple iPad 2 with Wi-Fi 3G | | | | | APPLE | | | | \$ 522.97 |
| CE-00338 | 1 | Computer - Samsung R5511 | | | HP-R5511-5021US | | SAMSUNG | R5511 | | | \$ 609.73 |
| CE-00339 | 1 | Computer - Toshiba Portege R635-PSUK | | | 30075421H | | TOSHIBA | R635-PSUK | | | \$ 860.36 |
| CE-00340 | 1 | Computer - Dell Latitude E6510 Notebook, Tag 2A0SF4Q1 | | | 2598319299 | | DELL | E6510 | | | \$ 941.99 |
| CE-00341 | 1 | Aorus VE1587 Monitor | | | CULM02024778 | | ASUS | VE1587 | | | \$ 94.98 |
| CE-10001 | 1 | Dell Computer | | | CM-210082-48648-644-0748 | | DELL | | | | \$ 28.86 |
| CE-10002 | 1 | Dell Computer | | | 30081742885 | | DELL | | | | \$ 20.21 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|------------------------------------|---------------|--------------|-------------------------|----|-------|--------------|-------------------|-------------------|-------|
| CE-10003 | 1 | Dell Inspiron 1 | | | 13280712481 | | DELL | INSPIRON | | | \$ |
| CE-10004 | 1 | Dell Laptop | | | 00185-066-543-155 | | DELL | | | | \$ |
| CE-10005 | 1 | Dell Computer | | | 5219441 | | DELL | | | | \$ |
| CE-10006 | 1 | Dell Computer (Pent 4 dell) | | | | | DELL | | | | \$ |
| CE-10007 | 1 | Computer Monitor | | | CN-0P068-72872-58T-0361 | | DELL | INSPIRON | | | \$ |
| CE-10008 | 1 | 2 Dell Computers (Inspiron) | | | 402W5D1 / FF3DCL | | DELL | | | | \$ |
| CE-10009 | 1 | Dell Computers | | | 74WRECL | | DELL | | | | \$ |
| CE-10010 | 1 | HP Computer | | | CN-0FT32-11861-SCF-6000 | | HP | | | | \$ |
| CE-10011 | 1 | Computer | | | 5CB1510CT | | DELL | | | | \$ |
| CE-10012 | 1 | Dell Computers | | | FQ5ZKCL | | DELL | | | | \$ |
| CE-10013 | 1 | Computer | | | 5C131470008 | | DELL | | | | \$ |
| CE-10014 | 1 | Computer | | | 4CZ1407F9 | | DELL | | | | \$ |
| CE-10015 | 1 | Computer | | | 5CB2085RQV | | DELL | | | | \$ |
| CE-10016 | 1 | Dell Computer | | | | | DELL | | | | \$ |
| CE-10018 | 1 | Computer (laptop) - Probook 6560 | | | 4CZ1350L8 | | DELL | 6560R | | | \$ |
| CE-10019 | 1 | Dell Latitude computer (P4M) | | | | | DELL | LATITUDE | | | \$ |
| CE-10020 | 1 | Dell -computer equipment | | | CN1232666 | | DELL | | | | \$ |
| CE-10021 | 1 | Dell Computer | | | CN147X785 | | DELL | | | | \$ |
| CE-10022 | 1 | Dell -computer equipment | | | | | DELL | | | | \$ |
| CE-10024 | 1 | Dell Computers | | | | | DELL | | | | \$ |
| CE-10025 | 1 | Computer for Houston apartment | | | | | DELL | | | | \$ |
| CE-10026 | 1 | Dell Computer | | | | | DELL | | | | \$ |
| CE-10027 | 1 | Dell Computer (Qty 2 laptops) | | | | | DELL | | | | \$ |
| CE-10028 | 1 | Dell Computers (Qty 2) | | | VNB381461 / CN5C0RCLF | | DELL | | | | \$ |
| CE-10029 | 1 | Dell Printers (Qty 2) | | | | | DELL | | | | \$ |
| CE-10030 | 1 | Dell Computer | | | | | DELL | | | | \$ |
| CE-10031 | 1 | Dell Computers (Qty 2) | | | | | DELL | | | | \$ |
| CE-10032 | 1 | Laser Printer | | | | | CANON | MX430 | | | \$ |
| CE-10033 | 1 | Epson Printer | | | 4513 | | EPSON | | | | \$ |
| CE-10034 | 1 | Office jet printer | | | CN5C0C423 | | HP | LASEJET | | | \$ |
| CE-10035 | 1 | Printer cables | | | | | | | | | \$ |
| CE-10036 | 1 | Dell Printer | | | CN-01219-48734-526-7973 | | DELL | | | | \$ |
| CE-10037 | 1 | Dell Laptop | | | | | DELL | | | | \$ |
| CE-10038 | 1 | Dell D620 intel computer | | | | | DELL | D620 | | | \$ |
| CE-10039 | 1 | Dell D620 intel computer | | | | | DELL | D620 | | | \$ |
| CE-10040 | 1 | Dell D620 intel computer | | | | | DELL | D620 | | | \$ |
| CE-10041 | 1 | Dell Latitude computer | | | | | DELL | LATITUDE | | | \$ |
| CE-10042 | 1 | Monitor -19 inch flat panel | | | | | | | | | \$ |
| CE-10043 | 1 | Monitor -19 inch flat panel | | | | | | | | | \$ |
| CE-10044 | 1 | Dell D620 intel computer | | | | | DELL | D620 | | | \$ |
| CE-10045 | 1 | Dell Optiplex 745 desktop computer | | | | | DELL | OPTIPLEX 745 | | | \$ |
| CE-10046 | 1 | Dell Optiplex 310 desktop computer | | | 810046-473-739-594 | | DELL | OPTIPLEX 310 | | | \$ |
| CE-10047 | 1 | Dell D620 laptop computer | | | | | DELL | D620 | | | \$ |
| CE-10048 | 1 | Dell D620 laptop computer | | | | | DELL | D620 | | | \$ |
| CE-10049 | 1 | Dell D620 laptop computer | | | | | DELL | D620 | | | \$ |
| CE-10050 | 1 | Dell D620 laptop computer | | | | | DELL | D620 | | | \$ |
| CE-10051 | 1 | Dell D620 laptop computer | | | | | DELL | D620 | | | \$ |
| CE-10052 | 1 | Dell Latitude computer | | | 24991421617 | | DELL | LATITUDE | | | \$ |
| CE-10053 | 1 | Dell Latitude computer | | | 2271HD1 | | DELL | LATITUDE | | | \$ |
| CE-10054 | 1 | Dell Optiplex 745 desktop computer | | | 3752740845 | | DELL | OPTIPLEX 745 | | | \$ |
| CE-10055 | 1 | Dell Optiplex desktop computer | | | | | DELL | OPTIPLEX | | | \$ |
| CE-10056 | 1 | Computer Equipment | | | | | DELL | | | | \$ |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION |
|----------------|--------|---|---------------|--------------|---------------------------|----|-------|-------------|-------------------|-------------------|
| CE-10056 | 3 | Computer Equipment | | | | | | | | \$ 13.74 |
| CE-10037 | 1 | Computer Equipment | | | | | | | | \$ 28.48 |
| CE-10058 | 1 | Computer Equipment | | | | | | | | \$ 58.75 |
| CE-10059 | 1 | Computer Equipment | | | | | | | | \$ 2.90 |
| CE-10051 | 1 | Computer Equipment | | | | | | | | \$ 8.07 |
| CE-10062 | 1 | Computer Equipment | | | | | | | | \$ 8.07 |
| CE-10063 | 1 | Computer | | | CVN1482GMR | | | | | \$ 3.99 |
| CE-10064 | 1 | Computer | | | CZ129D1C0 | | | | | \$ 4.55 |
| CE-10065 | 1 | Dell Latitude computer | | | 28249730903669 | | SONY | | | \$ 48.96 |
| CE-10066 | 1 | Dell Computer | | | CN-OFT-292-12961-6CF-G008 | | DELL | LATITUDE | | \$ 32.10 |
| CE-10067 | 1 | Dell Computer | | | | | DELL | | | \$ 31.09 |
| CE-10068 | 1 | Dell Computer | | | | | DELL | | | \$ 28.98 |
| CE-10069 | 1 | Dell Computer | | | | | DELL | | | \$ 32.09 |
| CE-10070 | 1 | Dell 1720 Printer | | | | | DELL | 1710 | | \$ 2.98 |
| CE-10071 | 1 | HP DesignJet Mobile Printers (qty 2) | | | MV63242HG / MV781910DF | | HP | | | \$ 7.99 |
| CE-10072 | 1 | Desk copier/printer | | | CN-OHW463-73240-85C-0209 | | DELL | | | \$ 26.97 |
| CE-10073 | 1 | Printer | | | | | DELL | | | \$ 40.18 |
| CE-10074 | 1 | Dell copier/printer | | | | | HP | | | \$ 26.97 |
| CE-10075 | 1 | HP DesignJet Printer | | | | | HP | | | \$ 3.29 |
| CE-10076 | 1 | HP DesignJet Printer | | | | | HP | | | \$ 3.29 |
| CE-10077 | 1 | Computer -Dell Latitude D630 Intel Core 2 Duo laptop w/ Port, Keyboard, Mouse & Bag | | | | | DELL | D630 | | \$ 79.49 |
| CE-10078 | 1 | Computer -Dell Latitude D630 laptop with Monitor, Port, Keyboard, Mouse & Bag | | | | | DELL | D630 | | \$ 90.69 |
| CE-10079 | 1 | Computer -Dell Latitude D630 laptop with Monitor, Port, Keyboard, Mouse & Bag | | | | | DELL | D630 | | \$ 90.69 |
| CE-10080 | 1 | Computer -Dell Latitude D630 laptop with Monitor, Port, Keyboard, Mouse & Bag | | | | | DELL | D630 | | \$ 90.69 |
| CE-10081 | 1 | Computer -Dell Latitude D630 Intel Core 2 laptop with Bag | | | | | DELL | D630 | | \$ 66.53 |
| CE-10082 | 1 | Computer -Dell OptiPlex 300 MiniTower desktop w/ surge protector (MEIGLE 0308 Ann) | | | | | DELL | OPTIPLX 300 | | \$ 42.51 |
| CE-10083 | 1 | Printer -Dell laser printer 1720 desktop w/USB printer cable (MEIGLE 0308 Ann) | | | | | DELL | 1720 | | \$ 7.30 |
| CE-10084 | 1 | Computer -Dell OptiPlex 330 MiniTower desktop w/ surge protector | | | | | DELL | OPTIPLX 330 | | \$ 43.12 |
| CE-10085 | 1 | Computer -Dell Latitude D630 Intel T7250, 1GB Laptop | | | | | DELL | D630 | | \$ 52.71 |
| CE-10086 | 1 | Computer -Dell Latitude D630 Intel T7250, 1GB Laptop | | | | | DELL | D630 | | \$ 52.71 |
| CE-10087 | 1 | Computer -Dell Inspiron Intel G6600 Desktop Computer, 4GB | | | | | DELL | Q6600 | | \$ 58.75 |
| CE-10088 | 1 | Printer -Dell 968 All-in-One Wireless Printer | | | | | DELL | 968 | | \$ 93.34 |
| CE-10089 | 1 | Printer -Canon PIXMA iP900 Mobile Pk-4800x1200 DPI, Portable Printer | | | | | DELL | | | \$ 67.18 |
| CE-10090 | 1 | Printer -Dell Dual Core Xeon Processor - Dover Server | | | ACC154302 | | CANON | | | \$ 18.52 |
| CE-10091 | 1 | Printer -Canon #57135- Portable Printer | | | | | DELL | OPTIPLX 330 | | \$ 45.62 |
| CE-10092 | 1 | Printer -Canon #57135- Portable Printer | | | QIC-9413-0983-01 | | CANON | 579135 | | \$ 593.56 |
| CE-10093 | 1 | Monitor -DELL ULTRASHARP 2405FP | | | | | DELL | 2405FP | | \$ 23.40 |
| CE-10094 | 1 | Monitor -DELL ULTRASHARP 2405FP | | | | | DELL | 2405FP | | \$ - |
| CE-10095 | 1 | Monitor -DELL ULTRASHARP 15" FLAT PANEL | | | | | DELL | | | \$ - |
| CE-10096 | 1 | Monitor -DELL ULTRASHARP 15" FLAT PANEL | | | | | DELL | | | \$ - |
| CE-10097 | 1 | Monitor -DELL ULTRASHARP 15" FLAT PANEL | | | | | DELL | | | \$ - |
| CE-10098 | 1 | Monitor -DELL ULTRASHARP 15" FLAT PANEL | | | | | DELL | | | \$ - |
| CE-10099 | 1 | Monitor -DELL ULTRASHARP 15" FLAT PANEL | | | | | DELL | | | \$ - |
| CE-10100 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10101 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10102 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10103 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10104 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10105 | 1 | KENNINGTON NOTEBOOK EXPANSION DOCK | | | | | DELL | | | \$ - |
| CE-10106 | 1 | Computer -INSPIRON 9400, INTEL CORE DUO PROCESSOR, 72300 | | | | | DELL | 9400 | | \$ - |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID / Suffix | Description | Make | Sub-Category | Year | Model | Assigned To Asset | PHYSICAL LOCATION |
|------------------------|---|------------|--------------|------|--------------|-------------------|-------------------|
| CE-10107 | 1 Computer-INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2300 | DELL | | | 9400 | | |
| CE-10109 | 1 Computer-INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2400 | DELL | | | 9400 | | |
| CE-10110 | 1 Phone System-TOSHIBA CXK 100, 4-PORT VOICEMAIL PHONE SYSTEM | TOSHIBA | | | CXK 100 | | |
| CE-10111 | 1 Monitor-DELL ULTRASHARP 19" FLAT PANEL | DELL | | | | | |
| CE-10112 | 1 Monitor-DELL ULTRASHARP 19" FLAT PANEL | DELL | | | | | |
| CE-10113 | 1 KENNINGTON NOTEBOOK EXPANSION DOCK | KENNINGTON | | | | | |
| CE-10114 | 1 Computer-DELL INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2300 | DELL | | | 9400 | | |
| CE-10115 | 1 Server-DELL POWEREDGE 2800, 2GB DDR2-CORPORATE OFFICE SERVER | DELL | | | 2800 | | |
| CE-10116 | 1 Computer-INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2400 TAG #BBQJ881 | DELL | | | 9400 | | |
| CE-10117 | 1 Computer-DELL ULTRASHARP 20.1" FLAT PANEL SCREEN | DELL | | | 9400 | | |
| CE-10118 | 1 KENNINGTON NOTEBOOK EXPANSION DOCK | KENNINGTON | | | | | |
| CE-10119 | 1 Server-DELL POWEREDGE 820-2G DDR2, 533MHZ, 2X16-ACCT SERVER | DELL | | | 820-2G | | |
| CE-10120 | 1 INSTALLATION (I) IP & (I) SOFT IP PHONES W/ SOFTWARE & LICENSE | DELL | | | 9400 | | |
| CE-10121 | 1 Computer-INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2300 | DELL | | | 9400 | | |
| CE-10122 | 1 Computer-INSPIRON 9400, INTEL CORE DUO PROCESSOR, T2300 | DELL | | | 9400 | | |
| CE-10123 | 1 Phone-4 TELCOS SPEAKER PHONES (3 FOR HOUSTON, 1 FOR MM) | DELL | | | 6400 | | |
| CE-10124 | 1 Printer-DELL 3110 in color laser printer | DELL | | | 3110 | | |
| CE-10125 | 1 Monitor-Qty (2) 17" Dell LCD Flat panel Monitors for Admin | DELL | | | | | |
| CE-10126 | 1 Keyboard, mouse and monitor for server | CANON | | | PRXMA 120 | | |
| CE-10127 | 1 Scanner-Document scanner-Canon Powers 120 | CANON | | | | | |
| CE-10128 | 1 Network 256 mb Security svcs gateway w/ports | APC | | | | | |
| CE-10129 | 1 APC Smartups SC 1500 VA | APC | | | | | |
| CE-10130 | 1 Juniper NetScreen Remote VPN 100 u | DELL | | | 6400 | | |
| CE-10131 | 1 Router-Netgear Pro Safe Dual Bank Wireless Access PT Router | DELL | | | 6400 | | |
| CE-10132 | 1 Computer-Qty 2 6400 Dual core Dells (laptops) | DELL | | | 966 | | |
| CE-10133 | 1 Computer-DELL Inspiron 6400-laptop w/ accessories | DELL | | | 9400 | | |
| CE-10134 | 1 Printer-DELL All in One Inkjet Printer 966 | DELL | | | 9400 | | |
| CE-10135 | 1 Computer-Qty 2 Inspiron 9400 all laptops | DELL | | | | | |
| CE-10136 | 1 Computer-Qty 2 Dell computers | DELL | | | | | |
| CE-10137 | 1 Computer for MIT | DELL | | | | | |
| CE-10138 | 1 Phone-Conference phone | CANON | | | IP-100 | | |
| CE-10139 | 1 Portable Printer-Canon IP200 portable printer | CANON | | | IP-100 | | |
| CE-10140 | 1 Printer-HP Officejet Pro L7500 Printer Model S4PRC-0602-01 for Engineers Room | HP | | | L7500 | | |
| CE-10141 | 1 Computer-DELL OptiPlex 740 Desktop | DELL | | | OPTIPLEX 740 | | |
| CE-10142 | 1 Quickbooks Upgrade - Reclast Am Ex 0509 - M file | DELL | | | ES500 | | |
| CE-10143 | 1 Computer-DELL Latitude E6410 laptop | APPLE | | | | | |
| CE-10144 | 1 Computer-Apple MBP 15.4" / 4GB Laptop | ADOBE | | | | | |
| CE-10145 | 2 Adobe Creative Suite 5 Design Premium | APPLE | | | | | |
| CE-10146 | 1 I-Pad from Apple | APPLE | | | | | |
| CE-10147 | 1 Computer-DELL Latitude E6410 w/ Office Professional 2010 | DELL | | | ES510 | | |
| CE-10148 | 1 Computer-ASUS Model G73JH-R89A05 | ASUS | | | G73JH-R89A05 | | |
| CE-10149 | 1 Computer-DELL Latitude E6510 Notebook | DELL | | | ES510 | | |
| CE-10150 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10151 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10152 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10153 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10154 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10155 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10156 | 1 Computer-DELL Latitude E5510 Notebook | DELL | | | ES510 | | |
| CE-10157 | 1 Computer-DELL Latitude E5410 Notebook | DELL | | | ES410 | | |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|---------------|------------------|----|-----------|-----------|-------------------|-------------------|--------------|
| CE-10159 | | 1 Computer-Dell Latitude E5510 Notebook | | CSP0P1 | | | DELL | E5510 | | | \$ 628.37 |
| CE-10160 | | 1 Computer-Dell Latitude E6510 Notebook | | RGZ0P1 | | | DELL | E6510 | | | \$ 812.96 |
| CE-10161 | | 1 Computer-Dell Latitude E5510 Notebook | | DHP001 | | | DELL | E5510 | | | \$ 398.68 |
| CE-10162 | | 1 Software Program for TBE (turbine equipment) | | | | | | | | | \$ 24,079.27 |
| CE-10163 | | 1 Computer-Dell Latitude E5510 Notebook | | CTV1H1 | | | DELL | E5510 | | | \$ 501.51 |
| CE-10164 | | 1 Computer-Dell Latitude E5510 Notebook | | ARD2H1 | | | DELL | E5510 | | | \$ 474.66 |
| CE-10169 | | 1 Computer-Dell Latitude E6420 Notebook | | 4M7R0J1 | | | DELL | E6420 | | | \$ 925.07 |
| CE-10170 | | 1 Computer-Dell Latitude E6320 Notebook | | 5MT14C1 | | | DELL | E6320 | | | \$ 941.95 |
| CE-10171 | | 1 Printer-Dell 1350 Color LED | | 9XTNGM1 | | | DELL | 1350 | | | \$ 118.61 |
| CE-10172 | | 1 Printer-HP OfficeJet P8500A | | ON131K3YV | | | HP | P8500A | | | \$ 163.23 |
| CE-10173 | | 1 Computer-Sony | | 1P35143830122 | | | SONY | PCG-7138Z | | | \$ 564.11 |
| CE-10174 | | 1 PS-01 Software Program for Fracturing Services | | | | | | | | | \$ 19,773.05 |
| CE-10175 | | 1 Computer-Dell Latitude E6420 Notebook | | 7SF05C1 | | | DELL | E6420 | | | \$ 1,491.58 |
| CE-10176 | | 1 Computer-Dell Studio XPS Laptop 8K4DDQ1 | | 18850924845 | | | DELL | E6420 | | | \$ 559.88 |
| CE-10177 | | 1 Computer-Mac Book Pro | | CZPANDDFB | | | APPLE | | | | \$ 1,068.64 |
| CE-10178 | | 1 Computer-HP 58 6000 E8900 250GB 4GB W7P DVDR | | 5MML1270TH4 | | | HP | 6000 | | | \$ 585.97 |
| CE-10179 | | 1 Computer-HP 58 6550B 320GB 4GB W7P Laptop | | CNU115292J | | | HP | 6550B | | | \$ 696.54 |
| CE-10180 | | 1 Computer-HP 58 6560B 320GB 4GB W7P Laptop | | CNU123B004 | | | HP | 6560B | | | \$ 488.86 |
| CE-10181 | | 1 Computer-HP 58 6550B 320GB 4GB W7P Laptop | | CNU13624R7 | | | HP | 6550B | | | \$ 489.02 |
| CE-10182 | | 1 Computer-HP Laptop | | CNU123B004 | | | HP | 6550B | | | \$ 427.03 |
| CE-10183 | | 1 Computer-HP Laptop 58 6550B | | CNU124201Z | | | HP | 6550B | | | \$ 260.65 |
| CE-10184 | | 1 Computer-HP Laptop 58 6550B | | CNU124201Z | | | HP | 6550B | | | \$ 250.16 |
| CE-10185 | | 1 Switch-HP networking switch | | CNU150607Q | | | HP | | | | \$ 463.41 |
| CE-10186 | | 1 Switch-HP Networking Switch, Cyberpower Battery Backup - CDW | | CNU150607Q | | | HP | | | | \$ 16.84 |
| CE-10187 | | 1 Switch-HP Procure 2510G 24PT MGD Switch | | CNU107618V | | | HP | 2510G | | | \$ 284.66 |
| CE-10188 | | 1 Computer-HP 58 6550B 320GB 4GB W7P | | CNU115292J | | | HP | 6550B | | | \$ 257.51 |
| CE-10191 | | 1 Computer-HP 58 6560B 320GB 4GB - Microsoft office and comto | | 4C1129007R | | | HP | 6560B | | | \$ 240.17 |
| CE-10192 | | 1 Computer-HP 58 6560B 320GB 4GB - Microsoft office and comf | | 4C1129007R | | | HP | 6560B | | | \$ 240.17 |
| CE-10193 | | 1 Computer-HP 58 6560B 320GB 4GB - Microsoft office and comf | | 4C1129006D | | | HP | 6560B | | | \$ 240.18 |
| CE-10194 | | 1 Software/Corporate Governance Accident Investigation - 0911 Reclast JP Morgan MC | | | | | | | | | \$ 249.35 |
| CE-10195 | | 1 Laptop-HP 58 6560B 4GB W7P | | 4C1129007R | | | HP | 6560B | | | \$ 219.35 |
| CE-10196 | | 1 Laptop-HP 58 6560B 4GB W7P | | 4C1129007R | | | HP | 6560B | | | \$ 219.35 |
| CE-10197 | | 1 Laptop-HP 58 6560B 4GB W7P | | 4C1129007R | | | HP | 6560B | | | \$ 219.35 |
| CE-10198 | | 1 Laptop-HP 58 6560B 4GB W7P | | 4C1129007R | | | HP | 6560B | | | \$ 219.35 |
| CE-10199 | | 1 Laptop-HP 58 6560B 4GB W7P | | 4C1129007R | | | HP | 6560B | | | \$ 219.35 |
| CE-10200 | | 1 Microsoft office on : serial #'s on computer 4C1129006D | | | | | MICROSOFT | | | | \$ 104.18 |
| CE-10201 | | 1 Microsoft office on : serial #'s on computer 4C1129007R | | | | | MICROSOFT | | | | \$ 104.18 |
| CE-10202 | | 1 Microsoft office on : serial #'s on computer 4C1129007R | | | | | MICROSOFT | | | | \$ 104.18 |
| CE-10203 | | 1 Microsoft office on : serial #'s on computer 4C1129007R | | | | | MICROSOFT | | | | \$ 104.18 |
| CE-10204 | | 1 Switch-HP Procure Switch 2510G-48 | | CNU1290650 | | | HP | | | | \$ 482.93 |
| CE-10205 | | 1 HP Compaq Home Office PC - Reclast JP Morgan MC 1011 - S Avault 1b | | 2169232 | | | HP | | | | \$ 375.43 |
| CE-10206 | | 1 Server-HP ProLiant DL380 HP ProLiant Essentials integrate | | MX11280CU | | | HP | DL380 | | | \$ 1,826.44 |
| CE-10207 | | 1 Server-HP ProLiant DL380 server HP ProLiant Essentials Lig | | MX11280CU | | | HP | DL380 | | | \$ 1,253.76 |
| CE-10208 | | 1 HP Storage works MSL2024 tape library HP autoloader cart | | MX11280CU | | | HP | MSL2024 | | | \$ 2,624.51 |
| CE-10209 | | 1 Microsoft Windows Server License | | | | | MICROSOFT | | | | \$ 204.01 |
| CE-10210 | | 1 HP storage works Fibre Channel HBA | | CNU12217F8 | | | HP | | | | \$ 387.12 |
| CE-10211 | | 1 Microsoft windows server 2008 License, Microsoft SQL server license | | | | | MICROSOFT | | | | \$ 899.96 |
| CE-10212 | | 1 HP ProLiant DL380 G7 server HP ProLiant Essentials Lights | | MX112907L | | | HP | DL380 | | | \$ 1,721.11 |
| CE-10213 | | 1 Sonobeil global VPN client-license | | | | | SONICWALL | | | | \$ 84.52 |
| CE-10214 | | 1 Sonibeil NSA 3500 HP E2810 switch (2) | | 0017C5861914 | | | SONICWALL | 3500 | | | \$ 2,960.37 |
| CE-10215 | | 1 HP server console switch | | MY123000Y | | | HP | | | | \$ 270.56 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION |
|----------------|--------|---------------|--|------------------|----|-----------|-------|-------------------|-------------------|
| CE-10216 | 1 | Sonicwall | NSA 240 replacement sonicwall | 0017C5080604 | | SONICWALL | | | \$ 414.73 |
| CE-10217 | 1 | Backup | Taga Library w/3 year server warranty, NPE 3year backup tape library | | | | | | \$ 693.69 |
| CE-10222 | 1 | Backup | software license | | | | | | \$ 843.16 |
| CE-10223 | 1 | Dell | computer equipment | | | | | | \$ |
| CE-10224 | 2 | Server | Operating System paraf P72-04215; EACH SRV 2010 Email server program par | | | | | | \$ 921.72 |
| CE-10215 | 1 | Server | DL360 G7 SERVER; HP 146GB 6G HARD DRIVES (2) | MXQ3770WHZ | | HP | DL360 | | \$ 1,548.67 |
| CE-10216 | 1 | Server | HD PLUG 15K (2) 2414104UF, 4UK; MEMORY (2) SERIAL # PAR1407UJC, LZD; CD | 2M2143008H | | HP | DL360 | | \$ 5,749.81 |
| CE-10217 | 1 | Server | HP DL360 E5620 G7 PROC KIT, PART # 588072-821; HP D3800 66 2TB SAS, PART | | | HP | | | \$ 4,489.32 |
| CE-10218 | 1 | Processor | for server HP E5620 DL360 G7 PROC KIT, PART # 588072-311 | MXQ3770M07 | | HP | | | \$ 197.14 |
| CE-10219 | 1 | Server | memory SERIAL# KRVA13207ES, SKRV07031E; HARD DRIVES (| | | HP | | | \$ 2,972.96 |
| CE-10220 | 1 | Server | HP 4GB KIT (8)SERIAL# KRVA13207ES, FLE, FMC, FNE, FNP, FPC, F29, SURV02702SP | | | HP | | | \$ 5,773.81 |
| CE-10230 | 1 | Server | HP S8 6500 (8) SERIAL# KCZ1350LVT, LXL, LXS, LXM, MTH, MSH, MAM, MEL, MS | | | HP | | | \$ 6,233.47 |
| CE-10231 | 1 | Computer | HP PROBOOK; MICROSOFT OFFICE 2010 PART# 021-09707 | | | HP | | | \$ 392.61 |
| CE-10232 | 1 | Computer | HP ProBook 6500B | 5CB14155G3 | | HP | 6500B | | \$ 275.35 |
| CE-10233 | 1 | Computer | HP ProBook 6500B | 5CB14155K7 | | HP | 6500B | | \$ 275.35 |
| CE-10234 | 1 | Computer | HP ProBook 6500B | 5CB14155L1 | | HP | 6500B | | \$ 275.35 |
| CE-10235 | 1 | Computer | HP ProBook 6500B | 5CB141553V | | HP | 6500B | | \$ 275.35 |
| CE-10236 | 1 | Computer | HP ProBook 6500B | 5CB1415512 | | HP | 6500B | | \$ 275.35 |
| CE-10237 | 1 | Computer | HP ProBook 6500B | 5CB1415516 | | HP | 6500B | | \$ 275.35 |
| CE-10238 | 1 | MS MBL | OFFICE STD 2010. PART # 021-09707. To go with 6 new laptops from 11/11/13 | 5CB14155K7 | | MICROSOFT | | | \$ 690.68 |
| CE-10239 | 1 | Computer | HP 4GB 3MB PCCL-106008-9 KIT MEMORY; MSMBL WIN SR | SKN02702GN | | HP | T1000 | | \$ 769.26 |
| CE-10242 | 1 | Computer | HP T1000 G3 UPS (1) NPE 3YR 246794 DMR ML 11X (1) | | | HP | ML110 | | \$ 248.96 |
| CE-10243 | 1 | Server | MS MBL WIN SR STD 2008 R5 (1) PC# 8330 | | | HP | | | \$ 811.46 |
| CE-10245 | 1 | Sonicwall | Global VPN 100 Manufacturer Part Number: 01-SSC-5311-Software License | | | | | | \$ 248.22 |
| CE-10246 | 1 | Sonicwall | NSA 240 Tantaure 1PC-APC-5644T UPS X 1500VA Battery Backup-APC UPS | | | | | | \$ 101.56 |
| CE-10247 | 1 | Sonicwall | TZ 201/NSA 240 Rack Mount Manufacturer Part# 01-SSC-9210 (1) - Parallel | | | | | | \$ 1,906.07 |
| CE-10257 | 2 | Laptop | Computer Build - HP Probook 6570B - 15.6" Core i5 | 5CB052168C | | HP | 6570B | | \$ 745.11 |
| CE-10258 | 2 | Laptop | Build for Donald Shelby Microsoft Office Standard 2013 License | | | | | | \$ 331.84 |
| CE-10259 | 1 | APC | SurgeArrest Home/Office Surge Suppressor | | | | | | \$ 31.60 |
| CE-10258 | 2 | Microsoft | Wireless Comfort Desktop 5000 Keyboard/Mouse | | | | | | \$ 58.16 |
| CE-10258 | 3 | ASUS | 15" Wide LCD Screen | | | | | | \$ 97.72 |
| CE-10258 | 4 | HP | 2013 30W Docking Station | | | | | | \$ 134.32 |
| CE-10259 | 5 | MS | Office Standard 2013 License | | | | | | \$ 325.71 |
| CE-10259 | 6 | Laptop | Computer Build - HP Probook 6570B - 15.6" Core i5 | 5CB0451519 | | HP | 6570B | | \$ 744.39 |
| CE-10259 | 1 | MS | Office Standard 2013 License | | | | | | \$ 325.71 |
| CE-10259 | 2 | Laptop | Computer Build - HP Probook 6570B | 5CB052166I | | APC | 90W | | \$ 31.60 |
| CE-10278 | 2 | Laptop | Build for Terry Taylor APC Surge Protector | | | | | | \$ 58.16 |
| CE-10278 | 2 | Laptop | Build for Terry Taylor Keyboard & Mouse Combo | | | | | | \$ 97.72 |
| CE-10278 | 3 | Laptop | Build for Terry Taylor ASUS 15" Monitor | | | | | | \$ 134.32 |
| CE-10278 | 4 | Laptop | Build for Terry Taylor HP 2013 Docking Station | | | | | | \$ 325.71 |
| CE-10278 | 5 | Laptop | Build for Terry Taylor Microsoft Office Standard 2013 License | | | | | | \$ 744.39 |
| CE-10278 | 6 | Laptop | Build for Terry Taylor Adobe Acrobat XI Pro License | | | | | | \$ 325.71 |
| CE-10278 | 7 | Laptop | Build for Terry Taylor HP Probook 6570B Laptop | | | | | | \$ 745.11 |
| CE-10279 | 1 | APC | SurgeArrest Home/Office - surge suppressor | | | | | | \$ 31.60 |
| CE-10279 | 2 | Microsoft | Wireless Comfort Desktop 5000 | | | | | | \$ 58.16 |
| CE-10279 | 3 | Asus | VE1981 15" Wide LCD B | | | | | | \$ 97.72 |
| CE-10279 | 4 | HP | 2013 30W Docking Station - docking station | | | | | | \$ 134.32 |
| CE-10279 | 5 | Microsoft | Office Professional Plus 2013 - license | | | | | | \$ 325.71 |
| CE-10279 | 6 | Laptop | Computer Build - HP Probook 6570B - 15.6 Core i5 | | | | | | \$ 744.39 |
| CE-10280 | 1 | Microsoft | Office Professional Plus 2013 - license | | | | | | \$ 325.71 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC

Fixed Asset Schedule

as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|-----------|--------|-------------------|-------------------|-------------|
| CE-10280 | | Laptop Computer Build - HP Probook 6570b - 15.6" Core i5 | | | 5CB3311B8H | | HP | 6570B | | | \$ 745.11 |
| CE-10281 | | Microsoft Wireless Comfort Desktop 5000 | | | | | MICROSOFT | | | | \$ 53.01 |
| CE-10281 | | HP 2012 90W Docking Station - docking station | | | CNUJ5029WH | | HP | 90W | | | \$ 133.39 |
| CE-10281 | | Microsoft Office Standard 2013 - Home | | | | | MICROSOFT | | | | \$ 225.71 |
| CE-10281 | | Laptop Computer Build - HP Probook 6570b - 15.6" Core i5 | | | 5CB3431VC | | HP | 6570B | | | \$ 739.34 |
| CE-10282 | | Laptop Build for Robby Pace APC Surge Protector | | | | | APC | | | | \$ 24.43 |
| CE-10282 | | Laptop Build for Robby Pace Wireless Keyboard / Mouse | | | | | ASUS | | | | \$ 57.66 |
| CE-10282 | | Laptop Build for Robby Pace ASUS 19" Monitor | | | CBMUG089776 | | ASUS | 90W | | | \$ 101.77 |
| CE-10282 | | Laptop Build for Robby Pace HP 90W Docking Station | | | CNUJ502766 | | HP | 90W | | | \$ 148.36 |
| CE-10282 | | Laptop Build for Robby Pace Microsoft Office Standard 2013 License | | | | | MICROSOFT | | | | \$ 376.23 |
| CE-10282 | | Laptop Build for Robby Pace HP Probook 6570b Laptop | | | | | HP | 6570B | | | \$ 740.50 |
| CE-10283 | | Laptop Build for Greg Lomand Microsoft Wireless Desktop 3000 | | | 5CB24319K | | MICROSOFT | | | | \$ 51.05 |
| CE-10283 | | Laptop Build for Greg Lomand Microsoft Office Standard 2013 License | | | D3W9M47 | | MICROSOFT | | | | \$ 334.59 |
| CE-10283 | | Laptop Build for Greg Lomand HP Probook 6570b Laptop - 15.6" | | | 5CB3431NWR | | HP | 6570B | | | \$ 750.34 |
| CE-10283 | | 17" Wall Adapter | | | | | | | | | \$ 50.67 |
| CE-10284 | | DOT Portable GPS Training Station | | | | | | | | | \$ 1,641.31 |
| CE-10285 | | Laptop Build for Steven Stages Microsoft Office Standard 2013 License | | | | | MICROSOFT | | | | \$ 336.46 |
| CE-10285 | | Laptop Build for Steven Stages HP Probook 6570b Laptop | | | 5CB31006NH | | HP | 6570B | | | \$ 744.08 |
| CE-10286 | | Canon Phma IP100 Portable Printer Primary Unit | | | ACT930457 | | CANON | IP-100 | | | \$ 286.31 |
| CE-10287 | | Laptop Build for James Mason Microsoft Office Standard 2013 License | | | | | MICROSOFT | | | | \$ 336.46 |
| CE-10287 | | Laptop Build for James Mason HP Probook 6570b Laptop | | | 5CB31006RZ | | HP | 6570B | | | \$ 750.83 |
| CE-10288 | | Canon Phma IP100 Portable Printer Primary Unit | | | ACT930444 | | CANON | IP-100 | | | \$ 236.31 |
| CE-10291 | | Laptop Build for Jason Barnett HP Probook 6570b Laptop | | | 5CB30301D6 | | HP | 6570B | | | \$ 744.13 |
| CE-10292 | | Computer Build for Merda Taylor APC Battery Backup | | | | | APC | | | | \$ 72.19 |
| CE-10292 | | Computer Build for Merda Taylor HP Probook 6570b Laptop | | | D1MUG5012890 | | ASUS | | | | \$ 102.01 |
| CE-10292 | | Computer Build for Merda Taylor ASUS 19" Monitor | | | | | MICROSOFT | | | | \$ 331.84 |
| CE-10292 | | Computer Build for Merda Taylor Microsoft Office Standard 2013 License | | | | | MICROSOFT | | | | \$ 552.15 |
| CE-10292 | | Computer Build for Merda Taylor HP 6500 SFF Desktop Computer | | | 2UM3122D08 | | HP | 6500 | | | \$ 469.33 |
| CE-10293 | | Laptop Build for Tyrone Young Microsoft Office Standard 2013 License | | | 5CB30810M1 | | HP | 6570B | | | \$ 744.13 |
| CE-10293 | | Laptop Build for Tyrone Young HP Probook 6570b Laptop | | | 5CB3111715 | | HP | 6570B | | | \$ 1,511.71 |
| CE-10294 | | Laptop Build for Brian Malloy | | | | | MICROSOFT | | | | \$ 395.54 |
| CE-10295 | | Laptop Build for Ryan House Microsoft Office Standard 2013 License | | | | | HP | 6570B | | | \$ 740.40 |
| CE-10295 | | Laptop Build for Ryan House HP Probook 6570b Laptop | | | 5CB311171H | | HP | 6570B | | | \$ 72.35 |
| CE-10296 | | Desktop Office Build - TPT Test Dock APC Battery Backup | | | | | APC | | | | \$ 536.11 |
| CE-10296 | | Desktop Office Build - TPT Test Dock Microsoft Office Standard 2013 License | | | | | MICROSOFT | | | | \$ 342.35 |
| CE-10296 | | Desktop Office Build - TPT Test Dock HP 6500 SFF Desktop Computer | | | 2UM3122D02 | | HP | 6500 | | | \$ 5,434.23 |
| CE-10297 | | EMS Barcode System for Inventory Control | | | | | | | | | \$ 3,939.43 |
| CE-10298 | | EMS Barcode System for Inventory Control | | | | | | | | | \$ 25.35 |
| CE-10300 | | Laptop Build for Danny Foley Power Strip/Surge Suppressor | | | | | | | | | \$ 31.22 |
| CE-10300 | | Laptop Build for Danny Foley Additional 4GB of RAM | | | | | | | | | \$ 64.55 |
| CE-10300 | | Laptop Build for Danny Foley Mouse/Keyboard | | | | | | | | | \$ 136.13 |
| CE-10300 | | Laptop Build for Danny Foley HP Docking Station | | | | | HP | | | | \$ 274.78 |
| CE-10300 | | Laptop Build for Danny Foley Adobe Acrobat XI Pro License | | | | | ADOBE | | | | \$ 470.63 |
| CE-10300 | | Laptop Build for Danny Foley Microsoft Office Pro Plus 2013 License | | | | | MICROSOFT | | | | \$ 736.71 |
| CE-10300 | | Laptop Build for Danny Foley HP Probook 6570b Laptop | | | 5CB3111790 | | HP | 6570B | | | \$ 274.78 |
| CE-10301 | | Laptop Build for Peter Meanner Adobe Acrobat XI Standard License | | | | | ADOBE | | | | \$ 471.89 |
| CE-10301 | | Laptop Build for Peter Meanner Microsoft Office Pro Plus 2013 License | | | | | MICROSOFT | | | | \$ 740.40 |
| CE-10302 | | Laptop Build for Samuel Perrine HP Probook 6570b Laptop | | | 5CB3111623 | | HP | 6570B | | | \$ 274.78 |
| CE-10302 | | Laptop Build for Samuel Perrine Adobe Acrobat XI Standard License | | | | | ADOBE | | | | \$ 471.83 |
| CE-10302 | | Laptop Build for Samuel Perrine Microsoft Office Pro Plus 2013 License | | | | | MICROSOFT | | | | \$ |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Sub-Category | Inv / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|--------------|-------------------|------|--------------|---------|-------------------|-------------------|---------------|
| CE-10302 | | Laptop Build for Samuel Perrine HP Probook 6570B Laptop | | 5CB30618D7 | | HP | 6570B | | | \$ 740.40 |
| CE-10303 | | Laptop Build for Dustin Russell - Service Supervisor - MS Office License | | | | MICROSOFT | | | | \$ 344.08 |
| CE-10303 | | Laptop Build for Dustin Russell - Service Supervisor - Laptop | | 5CB306184K | | HP | 6570B | | | \$ 771.59 |
| CE-10304 | | Laptop Build for Cameron McBay (Wireless Keyboard/Dock Station, MS Office2013) | | | | MICROSOFT | | | | \$ 574.61 |
| CE-10305 | | Laptop Build for Leo Anderson - HSE Field Supervisor - Microsoft Office Pro Plus 2013 License | | 5CB3101M5P | | HP | 6570B | | | \$ 486.64 |
| CE-10315 | | Computer Equipment - Sam Sures - App Sys Analyst - 4G Notebook Memory/Module | | CALM05077195 | | ASUS | 22" LCD | | | \$ 771.59 |
| CE-10315 | | Computer Equipment - Sam Sures - App Sys Analyst - Monitor | | CALM05077249 | | ASUS | 22" LCD | | | \$ 153.16 |
| CE-10315 | | Computer Equipment - Sam Sures - App Sys Analyst - Monitor | | | | MICROSOFT | | | | \$ 426.49 |
| CE-10315 | | Computer Equipment - Sam Sures - App Sys Analyst - Video 2013 License | | | | MICROSOFT | | | | \$ 430.04 |
| CE-10315 | | Computer Equipment - Sam Sures - App Sys Analyst - Microsoft Office 2013 License | | | | MICROSOFT | | | | \$ 474.98 |
| CE-10316 | | Laptop Build - Marty Phillips - Facilities - Keyboard & Mouse | | | | HP | 6570B | | | \$ 928.91 |
| CE-10316 | | Laptop Build - Marty Phillips - Facilities - Keyboard & Mouse | | | | HP | 6570B | | | \$ 136.38 |
| CE-10316 | | Laptop Build - Marty Phillips - Facilities - Keyboard & Mouse | | | | HP | 6570B | | | \$ 344.08 |
| CE-10317 | | Laptop Build - Marty Phillips - Facilities - Laptop | | | | HP | 6570B | | | \$ 776.45 |
| CE-10319 | | Laptop Build - Martin Perkins - DOT Coordinator - Keyboard & Mouse | | | | HP | 6570B | | | \$ 88.85 |
| CE-10319 | | Laptop Build - Martin Perkins - DOT Coordinator - Monitor | | | | HP | 6570B | | | \$ 105.32 |
| CE-10319 | | Laptop Build - Martin Perkins - DOT Coordinator - Docking Station | | | | HP | 6570B | | | \$ 149.04 |
| CE-10319 | | Laptop Build - Martin Perkins - DOT Coordinator - Laptop | | | | HP | 6570B | | | \$ 767.16 |
| CE-10319 | | Laptop Build - Martin Perkins - DOT Coordinator - MS Office 2013 License | | | | MICROSOFT | | | | \$ 356.32 |
| CE-10320 | | Laptop Build - Randy Hobbs | | | | HP | 6570B | | | \$ 1,316.76 |
| CE-10321 | | Laptop Build - Roland Broutard | | | | HP | 6570B | | | \$ 1,316.76 |
| CE-10322 | | Laptop Build - Allen Lewis | | | | HP | 6570B | | | \$ 1,154.80 |
| CE-10323 | | Laptop Build - Larry Perry | | | | HP | 6570B | | | \$ 1,316.76 |
| CE-10324 | | Laptop Build - Blake McCarver | | | | HP | 6570B | | | \$ 1,639.61 |
| CE-10325 | | Laptop Build - Robert Fullerton | | | | HP | 6570B | | | \$ 1,316.76 |
| CE-10326 | | Laptop Build - Josh Fox | | | | HP | 6570B | | | \$ 1,317.05 |
| CE-10327 | | Laptop Build - Mika Rosh | | | | HP | 6570B | | | \$ 1,159.37 |
| CE-10328 | | Laptop Build - Margarita Padilla | | | | HP | 6570B | | | \$ 1,317.05 |
| CE-10351 | | PA District Infrastructure | | | | HP | 6570B | | | \$ 12,354.72 |
| CF-001 | | Chemical Float Trailer 48x102 Drop Deck Trailer | FSAX RST | 13M248201C1553996 | 2012 | Fontaine | | CF-002 | PENNSYLVANIA | \$ |
| CF-002 | | Chemical Float Trailer | FSAX RST | 13M248207D1557380 | 2013 | Fontaine | | | ABBEVILLE | \$ 3,495.50 |
| CF-003 | | Chemical Float Trailer | FSAX RST | 13M248200D1557857 | 2012 | Fontaine | | | PENNSYLVANIA | \$ 48,515.87 |
| CF-004 | | Chemical Float | FSAX RST | 1C9CK4830C6681188 | 2012 | Chassis King | DC-483A | | ABBEVILLE | \$ 22,670.68 |
| CF-005 | | Chemical Float | FSAX RST | 1C9CK4830C6681187 | 2012 | Chassis King | DC-483A | | ABBEVILLE | \$ 22,670.68 |
| CF-006 | | Chemical Float | FSAX RST | 1C9CK4832C6681199 | 2012 | Chassis King | | | ABBEVILLE | \$ 22,670.68 |
| CFP-01 | | CFP-01 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 016500064651 | 2008 | | | | PENNSYLVANIA | \$ 671,155.33 |
| CFP-01 | | CFP-01 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 016500064651 | 2008 | | | | PENNSYLVANIA | \$ 671,155.33 |
| CFP-01 | | CFP-01 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 016500064651 | 2008 | | | | PENNSYLVANIA | \$ 71.21 |
| CFP-02 | | CFP-02 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 56554 | 2008 | | | | PENNSYLVANIA | \$ 663,177.11 |
| CFP-02 | | CFP-02 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 56554 | 2008 | | | | PENNSYLVANIA | \$ 56,78 |
| CFP-02 | | CFP-02 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 56554 | 2008 | | | | PENNSYLVANIA | \$ 56,78 |
| CFP-03 | | CFP-03 Dragon Conventional Fire Pumping Unit w/ 2250HP # Quabazook Pump -2008 | WSPS RST | 56543 | 2008 | | | | PENNSYLVANIA | \$ 650,744.85 |
| CH-001 | | 13-3/4" Cement Head | WSPS | | | | | | PENNSYLVANIA | \$ 713,155.23 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# / Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Mkts | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|-------------------------|--|---------------|--------------|------------------|------|---------------|----------------------------|-------------------|-------------------|---------------|
| CH-001 | 1 8-5/8" Cement Head | WSPS | | 321215 | | | | | | \$ 1,071.83 |
| CH-002 | 3 9-5/8" Cement Head - Add on Equipment | WSPS | | | | | | | | \$ 2,881.89 |
| CH-003 | 1 10-3/4" Cement Head | WSPS | | | | | | | | \$ 277.18 |
| CH-004 | 1 8-5/8" Cement Head | WSPS | | | | | | | | \$ 320.35 |
| CH-005 | 1 5-1/2" Cement Head (shale plug with neck) | WSPS | | | | | | | | \$ 452.43 |
| CH-006 | 1 Cement Swedges | WSPS | | | | | | | | \$ 1,951.31 |
| CH-007 | 1 7-5/8" Cement Head B03 | WSPS | | | | | | | | \$ 2,894.39 |
| CH-008 | 1 5-1/2" Cement Head | WSPS | | | | | | | | \$ 14,389.55 |
| CH-009 | 3 5-1/2" Cement Head - decreasd taxes | WSPS | | | | | | | | \$ 1,136.63 |
| CH-010 | 5 5-1/2" Cement Head - Add on Equipment | WSPS | | | | | | | | \$ 376.27 |
| CH-011 | 1 Cement Head Add on Equip | WSPS | | | | | | | CARENCRD | \$ 4,201.55 |
| CH-012 | 2 Cement Head | WSPS | | 011080 | | | | | CARENCRD | \$ 17,011.14 |
| CH-013 | 3 9-5/8" Cement Head Circulating Cup | WSPS | | | | | | | CARENCRD | \$ 182.41 |
| CH-014 | 1 Cement Head Add on Equip | WSPS | | | | | | | CARENCRD | \$ 2,025.68 |
| CH-015 | 2 Cement Head | WSPS | | 139107 | | | 10-3/4" | | CARENCRD | \$ 28,799.74 |
| CH-016 | 3 10-3/4" Cement Head Circulating Cup | WSPS | | | | | 10-3/4" | | CARENCRD | \$ 195.62 |
| CH-017 | 1 7" Cement Head | WSPS | | 180190 | | | Industrial Rubber 5000 psi | | CARENCRD | \$ 18,113.70 |
| CH-018 | 1 8-5/8" Cement Head | WSPS | | | | | | | CARENCRD | \$ 3,161.06 |
| CH-019 | 1 7" Cement Head | WSPS | | 130875 | | | | | CARENCRD | \$ 2,579.75 |
| CH-020 | 1 7-5/8" Cement Head | WSPS | | 100979 | | | | | CARENCRD | \$ 18,569.95 |
| CH-021 | 1 9-5/8" Cement Head | WSPS | | 130983 | | | | | CARENCRD | \$ 19,483.88 |
| CH-022 | 1 11-5/8" Cement Head | WSPS | | | | | | | CARENCRD | \$ 32,183.39 |
| CH-023 | 1 CR-01 Crane Truck -2007 International tractor | WSCT | RSV | IHTDAPAT7410687 | 2007 | International | | | DUKON | \$ 321,606.41 |
| CH-024 | 1 11-5/8" Cement Head | WSPS | | | | | | | DUKON | \$ 1,031.17 |
| CH-025 | 1 CT-DM Breaker rabs | WSCT | | | | | | | DUKON | \$ 13,362.70 |
| CH-026 | 3 CT-DM Coiled Tubing Downhole Motors | WSCT | | | | | | | DUKON | \$ 196,399.24 |
| CH-027 | 1 Coiled Tubing Cementing Software - License #1 | WSCT | | | | | | | DUKON | \$ 1,274.95 |
| CH-028 | 1 Coiled Tubing Cementing Software - License #2 | WSCT | | | | | | | DUKON | \$ 2,897.58 |
| CH-029 | 1 Coiled Tubing Cementing Software - License #3 | WSCT | | | | | | | DUKON | \$ 2,897.58 |
| CH-030 | 1 CTU-01 Coiled Tubing Reel Unit - 1 1/4" coil unit, control cabin, tubing reel. | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 72,882.27 |
| CH-031 | 3 CTU-01 Coiled Tubing Reel Unit - additional cost | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 81,111.18 |
| CH-032 | 5 CTU-01 Coiled Tubing Reel Unit - additional cost | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 28,733.33 |
| CH-033 | 7 CTU-01 Coiled Tubing Reel Unit - additional cost | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 28,733.33 |
| CH-034 | 9 Coiled Tubing Unit | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 6,167.80 |
| CH-035 | 1 CTU-02 Coiled Tubing Unit Tractor - 1 1/4" coil unit, control cabin, tubing | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 75,916.00 |
| CH-036 | | WSCT | RSV | IHTGAS4503071996 | 2003 | International | | | DUKON | \$ 597,473.33 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin / Serial # | YR | Mktn | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|-------------------|------|----------|-------|-------------------|-------------------|---------------|
| CTU-02 | | Coil Tubing Unit | WSCT | RST | 1090645396H443133 | 2007 | STST | | | DUHOH | \$ 353.96 |
| CTU-02 | 4 | CTU-02 Coil Tubing Unit - BOP Assembly | WSCT | RST | 1090645396H443133 | 2007 | STST | | | DUHOH | \$ 71,164.63 |
| CTU-03 | 1 | CTU-03 Coil Tubing Unit (Tractor/Trailer - 1 1/4" coil unit, control cable, tubing) | WSCT | RST | 1090654277H443138 | 2007 | STST | | CTU-03 | DUHOH | \$ 633,218.78 |
| CTU-03 | 2 | CTU-03 Coil Tubing Unit (Tractor/Trailer - 1 1/4" coil unit, control cable, tubing) | WSCT | RST | 1090654277H443138 | 2007 | STST | | CTU-03 | DUHOH | \$ 311,318.00 |
| CTU-03 | 3 | Coil Tubing Unit | WSCT | RST | 109064277H443138 | 2007 | STST | | | DUHOH | \$ 3,052.71 |
| CTU-05 | 4 | Coiled Tubing Unit CIP Reconnect Adjustment | WSCT | RST | 109064277H443138 | 2007 | STST | | CTU-03 | DUHOH | \$ 752,182.23 |
| CTU-05 | 1 | CTU-05 Coil Tubing Unit 1 3/4" coil tubing unit | WSCT | RST | 1580146327H767008 | 2007 | STST | | | DUHOH | \$ 42,629.49 |
| CTU-05 | 2 | CTU-05 Coil Tubing Unit 1 3/4" coil tubing unit | WSCT | RST | 1580146327H767008 | 2007 | STST | | | DUHOH | \$ 13,144.91 |
| CTU-05 | 3 | CTU-05 Coiled Tubing Unit - 2" Tubing Conversion | WSCT | RST | 1580146327H767008 | 2007 | STST | | | DUHOH | \$ 185,089.93 |
| CTU-05 | 4 | CTU-05 Coiled Tubing Unit - 2" Tubing Conversion | WSCT | RST | 1580146327H767008 | 2007 | STST | | | DUHOH | \$ 4,044.74 |
| CTU-05 | 5 | Coiled Tubing Unit | WSCT | RST | 1580146327H767008 | 2007 | STST | | | DUHOH | \$ 4,044.74 |
| CUS-001 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 3,883.80 |
| CUS-002 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 79,146.21 |
| CUS-003 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 79,146.20 |
| CUS-004 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 4,044.74 |
| CUS-005 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 4,044.74 |
| CUS-006 | 1 | Cement Unit Software - Distrac II | WSPS | | | | | | | DUHOH | \$ 3,883.80 |
| DAPU-024 | 1 | Dual Auxiliary Power Unit | FSTPP | | | | | | | PENNSYLVANIA | \$ 79,146.21 |
| DAPU-025 | 1 | Dual Auxiliary Power Unit | FSTPP | | | | | | | PENNSYLVANIA | \$ 79,146.20 |
| DAPU-026 | 1 | Dual Auxiliary Power Unit | FSTPP | | | | | | | PENNSYLVANIA | \$ 79,146.20 |
| DAPU-027 | 1 | Dual Auxiliary Power Unit | FSTPP | | | | | | | PENNSYLVANIA | \$ 107,604.35 |
| DAPU-028 | 1 | Dual Auxiliary Power Unit | FSTPP | | | | | | | PENNSYLVANIA | \$ 107,604.35 |
| DB-001 | 1 | DB-001 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 1965 STE | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 2,950.50 |
| DB-001 | 2 | DB-001 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 1965 STE | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 2,950.50 |
| DB-001 | 3 | DB-001 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 1965 STE | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 2,950.50 |
| DB-001 | 4 | DB-001 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 1965 STE | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 2,950.50 |
| DB-001 | 5 | DB-001 Double Cement Bulker - refurbish | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 9,274.12 |
| DB-001 | 6 | DB-001 Double Cement Bulker - refurbish | WSPS | RST | 8652 | 1965 | STET | | | CARENCRO | \$ 9,274.12 |
| DB-002 | 1 | DB-002 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2003 FOM | WSPS | RST | 1142320025315109 | 2003 | FOM | | | CARENCRO | \$ 3,011.18 |
| DB-002 | 2 | DB-002 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2003 FOM | WSPS | RST | 1142320025315109 | 2003 | FOM | | | CARENCRO | \$ 3,011.18 |
| DB-002 | 3 | DB-002 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2004 WLMF | WSPS | RST | 1142320025315109 | 2004 | WLMF | | | CARENCRO | \$ 11,432.31 |
| DB-002 | 4 | DB-002 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2004 WLMF | WSPS | RST | 1142320025315109 | 2004 | WLMF | | | CARENCRO | \$ 11,432.31 |
| DB-003 | 1 | DB-003 Double Cement Bulker - Sales & Use Tax | WSPS | RST | 1142320025315109 | 2004 | WLMF | | | CARENCRO | \$ 212.92 |
| DB-003 | 2 | DB-003 Double Cement Bulker - Sales & Use Tax | WSPS | RST | 1142320025315109 | 2004 | WLMF | | | CARENCRO | \$ 212.92 |
| DB-004 | 1 | DB-004 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2003 WLMF | WSPS | RST | 1142320025315109 | 2003 | WLMF | | | CARENCRO | \$ 13,150.08 |
| DB-004 | 2 | DB-004 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2003 WLMF | WSPS | RST | 1142320025315109 | 2003 | WLMF | | | CARENCRO | \$ 13,150.08 |
| DB-004 | 3 | DB-004 Double Cement Bulker - Sales & Use Tax | WSPS | RST | 1142320025315109 | 2003 | WLMF | | | CARENCRO | \$ 1,328.32 |
| DB-004 | 4 | DB-004 Double Cement Bulker - Sales & Use Tax | WSPS | RST | 1142320025315109 | 2003 | WLMF | | | CARENCRO | \$ 1,328.32 |
| DB-005 | 1 | DB-005 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 61,690.18 |
| DB-005 | 2 | DB-005 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 61,690.18 |
| DB-006 | 1 | DB-006 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 61,690.18 |
| DB-006 | 2 | DB-006 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 61,690.18 |
| DB-007 | 1 | DB-007 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 64,559.91 |
| DB-007 | 2 | DB-007 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 64,559.91 |
| DB-008 | 1 | DB-008 Double Cement Bulker, Twin 310 cubic ft pressure tanks mounted on 2007 WLMF | WSPS | RST | 1142320025315109 | 2007 | WLMF | | | CARENCRO | \$ 66,638.35 |
| DBM-001 | 1 | Dual Batch Mixer | WSPS | RST | 1487112587R0001 | 2011 | JEHEH | | GTT2-08 | CARENCRO | \$ 241,940.01 |
| DBM-002 | 1 | Dual Batch Mixer | WSPS | RST | 1487112587R0002 | 2011 | JEHEH | | GTT2-08 | CARENCRO | \$ 289,652.88 |
| DOT-001 | 1 | Doco Deck Trailer 2 tandem axle trailer | WSCT | RST | 13M2482055127960 | 2005 | Fordalme | | | DUHOH | \$ - |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Mkts | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|-------------------|------|----------|-------|-------------------|-------------------|---------------|
| DDT-001 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 312.42 |
| DDT-002 | | Drop Deck Trailer, random side trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | DUHOH | \$ 312.42 |
| DDT-003 | | Drop Deck Trailer, 1st bed tandem side trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | DUHOH | \$ 9,523.75 |
| DDT-004 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 382.55 |
| DDT-005 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 33,233.95 |
| DDT-006 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 23,542.17 |
| DDT-007 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 54,551.98 |
| DDT-008 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 31,621.16 |
| DDT-009 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 22,805.86 |
| DDT-010 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 26,081.20 |
| DDT-011 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 56,169.69 |
| DDT-012 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 29,832.46 |
| DDT-013 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 24,496.64 |
| DDT-014 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 24,496.64 |
| DDT-015 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 37,207.94 |
| DDT-016 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 28,334.68 |
| DDT-017 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 26,583.34 |
| DDT-018 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 30,101.15 |
| DDT-019 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 56,719.28 |
| DDT-020 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 24,952.19 |
| DDT-021 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 37,615.73 |
| DDT-022 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 26,372.64 |
| DDT-023 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 35,493.74 |
| DDT-024 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 24,496.64 |
| DDT-025 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 4,788.25 |
| DDT-026 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 380.17 |
| DDT-027 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 4,473.64 |
| DDT-028 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 3,443.31 |
| DDT-029 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 4,630.58 |
| DDT-030 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 548,398.64 |
| DDT-031 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 12,892.58 |
| DDT-032 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 451,279.94 |
| DDT-033 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 585,941.46 |
| DDT-034 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 5,063.06 |
| DDT-035 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 3,643.93 |
| DDT-036 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 557,389.85 |
| DDT-037 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 493,064.15 |
| DDT-038 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 481,423.27 |
| DDT-039 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 825,482.90 |
| DDT-040 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 1,670.06 |
| DDT-041 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 184.98 |
| DDT-042 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 333.38 |
| DDT-043 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 535.37 |
| DDT-044 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 535.37 |
| DDT-045 | | Drop Deck Trailer | WSCT | RST | 13N248200D1557380 | 2007 | Fontaine | | | | \$ 535.37 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 3/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|--|---------------|--------------|------------------|------|------------------------|-------|-------------------|--------------------|-----------------|
| DP-03 | 9 | DP-03 Double Pump Unit - twin 600hp triple pumps covered by Detroit diesel serial # 149137313A245240 | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 22,681.40 |
| DP-03 | 11 | DP-03 Double Pump Unit - twin 600hp triple pumps covered by Detroit diesel serial # 149137313A245240 | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 121.58 |
| DP-03 | 13 | DP-03 Double Pump Unit - twin 600hp triple pumps covered by Detroit diesel serial # 149137313A245240 | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 157.22 |
| DP-03 | 15 | DP-03 Double Pump Unit - parts for tool box | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 137.04 |
| DP-03 | 17 | DP-03 Double Pump Unit - additional side valves (BY 2) | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 62.24 |
| DP-03 | 19 | DP-03 Double Pump Unit - pump blade end | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 1,370.46 |
| DP-03 | 21 | DP-03 Double Pump Unit - refurbished pump power end | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 3,886.77 |
| DP-03 | 23 | DP-03 Refurbish Pump Power End | WSPCT | RST | 149137313A245240 | 2003 | ATOK | | | DURON | \$ 5,027.54 |
| DP-06 | 1 | DP-06 Double Pump Unit - high pressures treating iron, valves and connections | WSPFS | RST | 1798403671867839 | 2007 | Tron | | | CARENGRO | \$ 1,843.72 |
| DP-06 | 3 | DP-06 Double Pump Unit - twin 600hp triple pumps covered by Detroit diesel | WSPFS | RST | 1798403671867839 | 2007 | Tron | | | CARENGRO | \$ 42,414.42 |
| DP-06 | 5 | DP-06 Power End Refurbishment | WSPFS | RST | 1798403671867839 | 2007 | Tron | | | CARENGRO | \$ 6,807.30 |
| DP-07 | 1 | Cooled Tubing Double Pump Unit | WSPCT | RST | 109545323M020070 | 2012 | 1906HP Twin Pump Truck | | | DP-07 / TR-2 DURON | \$ 1,515,398.09 |
| DSP-001 | 1 | Dual Sand Belt | FSAX | RST | 2605118831 | 2011 | Convey-AI | | | ABBREVILLE | \$ 228,340.57 |
| DSP-002 | 1 | Dual Sand Belt | FSAX | RST | 2605118832 | 2011 | Convey-AI | | | PENNSYLVANIA | \$ 201,095.88 |
| DSP-003 | 1 | Dual Sand Belt | FSAX | RST | 2605118833 | 2011 | Convey-AI | | | ABBREVILLE | \$ 290,360.83 |
| DSP-004 | 1 | Dual Sand Belt | FSAX | RST | 2605118834 | 2011 | Convey-AI | | | ABBREVILLE | \$ 199,251.95 |
| DSP-005 | 1 | Dual Sand Belt | FSAX | RST | 2605118835 | 2011 | Convey-AI | | | ABBREVILLE | \$ 202,433.39 |
| DSP-006 | 1 | Dual Sand Belt | FSAX | RST | 2605118836 | 2011 | Convey-AI | | | ABBREVILLE | \$ 211,180.79 |
| DSP-007 | 1 | Dual Sand Belt | FSAX | RST | 2605118837 | 2011 | Convey-AI | | | PENNSYLVANIA | \$ 211,180.79 |
| DSP-008 | 1 | Dual Sand Belt | FSAX | RST | 2605118838 | 2011 | Convey-AI | | | PENNSYLVANIA | \$ 202,433.39 |
| DSP-009 | 1 | Dual Sand Belt | FSAX | RST | 2605118839 | 2011 | Convey-AI | | | ABBREVILLE | \$ 211,180.79 |
| DT-01 | 1 | DT-01 Displacement Tank - Twin 17 MBL displacement tanks | WSPFS | RST | | | | | | | \$ 1,970.79 |
| DV-001 | 1 | Data Van - equipment with electronic equipment | FSAX | BSV | 317MM4AM24HS9285 | 2004 | International | 4300 | | ABBREVILLE | \$ 247,467.04 |
| DV-001 | 2 | Data Van - equipment with electronic equipment | FSAX | BSV | 317MM4AM24HS9285 | 2004 | International | 4300 | | ABBREVILLE | \$ 162,113.33 |
| DV-001 | 3 | Data Van | FSAX | BSV | 317MM4AM24HS9285 | 2004 | International | 4300 | | ABBREVILLE | \$ 81,923.45 |
| EQ-10001 | 1 | Cell Phone | | | | | | | | | \$ 7.15 |
| EQ-10002 | 1 | 2 Used USB D | | | | | | | | | \$ - |
| EQ-10003 | 1 | USB external | | | | | | | | | \$ - |
| EQ-10004 | 1 | Wireless router | | | | | | | | | \$ - |
| EQ-10005 | 1 | Server - APC SCL500 | | | 3506-6500405 | | | | | | \$ - |
| EQ-10006 | 1 | Server - APC SCL500 additional parts | | | | | | | | | \$ - |
| EQ-10007 | 1 | Cell phone | | | | | | | | | \$ - |
| EQ-10008 | 1 | Internet computer connections for lab building | | | | | | | | | \$ - |
| EQ-10009 | 1 | Cell phone - Motorola V551 | | | | | | | | | \$ - |
| EQ-10010 | 1 | GC33 IMEI | | | | | | | | | \$ - |
| EQ-10011 | 1 | Cell phone | | | | | | | | | \$ - |
| EQ-10012 | 1 | Camera | | | | | | | | | \$ - |
| EQ-10013 | 1 | Camera accessories | | | | | | | | | \$ - |
| EQ-10014 | 1 | Cell phone with bluetooth | | | | | | | | | \$ - |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Make | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|----------|--|------|--------------|-------------------|----|------|-------|-------------------|-------------------|---------------|
| FL-005 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 2' Long | WSPS | | FL-021502INT2 | | | | | | \$ 1,718.75 |
| FL-006 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 4' Long | WSPS | | FL-021502INT4 | | | | | | \$ 2,951.15 |
| FL-007 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 6' Long | WSPS | | FL-021502INT6 | | | | | | \$ 1,278.60 |
| FL-008 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 8' Long | WSPS | | FL-021502INT8 | | | | | | \$ 4,900.31 |
| FL-009 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 8' Long | WSPS | | FL-021502INT8 | | | | | | \$ 6,809.59 |
| FL-010 | | 1 Flow Iron - Plug Valve, 1" x 2" 1502 | WSPS | | FL-021502 | | | | | | \$ 7,543.66 |
| FL-011 | | 1 Flow Iron - Plug Valve, 1" x 2" 1502 | WSPS | | FL-021502 | | | | | | \$ 10,496.44 |
| FL-012 | | 1 Flow Iron - Swivel Joint, 2" 1502 Style 10 MkF | WSPS | | FL-021502S10MkF | | | | | | \$ 3,972.08 |
| FL-013 | | 1 Flow Iron - Swivel Joint, 2" 1502 Style 10 MkM | WSPS | | FL-021502S10MkM | | | | | | \$ 2,631.18 |
| FL-014 | | 1 Flow Iron - Swivel Joint, 2" 1502 Style 50 MkF | WSPS | | FL-021502S50MkF | | | | | | \$ 7,436.97 |
| FL-015 | | 1 Flow Iron - Tee, 2" 1502 2PCJMA2F | WSPS | | FL-0215022PCJMA2F | | | | | | \$ 1,146.25 |
| FL-016 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 798.01 |
| FL-017 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 552.37 |
| FL-018 | | 1 Flow Iron - WYE Assembly 2" 1502 F&F-M | WSPS | | FL-021502WYEF&F | | | | | | \$ 643.05 |
| FL-019 | | 1 Flow Iron - Crossover 2" 1502 Female x Female | WSPS | | FL-021502CFM | | | | | | \$ 1,221.59 |
| FL-020 | | 1 Flow Iron - Crossover 2" 1502 2"McT"Mc | WSPS | | FL-0215022MCTM | | | | | | \$ 983.61 |
| FL-021 | | 1 Flow Iron - Pup Joint, 2" 1502 Integral 10' Long | WSPS | | FL-021502INT10 | | | | | | \$ 914.07 |
| FL-022 | | 1 Flow Iron - Cross Over 2" 1502 Female x Female | WSPS | | FL-021502CFM | | | | | | \$ 9,587.23 |
| FL-023 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 1,413.30 |
| FL-024 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 407.59 |
| FL-025 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 371.46 |
| FL-026 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 976.97 |
| FL-027 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 397.43 |
| FL-028 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 397.46 |
| FL-029 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 3,324.71 |
| FL-030 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 1,787.66 |
| FL-031 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 18,172.48 |
| FL-032 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 1,055.71 |
| FL-033 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 4,677.45 |
| FL-034 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 4,482.28 |
| FL-035 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2F | WSPS | | FL-0215022MCKM2F | | | | | | \$ 6,797.55 |
| FL-036 | | 1 Flow Iron - Tee, 2" 1502 2MCKM2M | WSPS | | FL-0215022MCKM2M | | | | | | \$ 2,844.07 |
| FL-002 | | 1 FL-002 Forklift (15,000 lb. lift weight) | WSPS | | | | | | | | \$ 814.13 |
| FL-003 | | 1 FL-003 LTR Truck | WSPS | | | | | | | | \$ 4,282.64 |
| FL-004 | | 1 FL-004 Forklift | WSPS | | | | | | | | \$ 863.35 |
| FL-005 | | 1 FL-005 Forklift | WSPS | | | | | | | | \$ 9,219.63 |
| FL-006 | | 1 FL-006 Forklift | WSPS | | | | | | | | \$ 4,706.54 |
| FL-007 | | 1 Forklift | FSAX | | | | | | | | \$ 34,088.77 |
| FL-008 | | 1 Forklift | FSAX | | | | | | | | \$ 15,337.65 |
| FL-009 | | 1 Forklift | FSAX | | | | | | | | \$ 8,254.59 |
| FL-010 | | 1 Forklift | FSAX | | | | | | | | \$ 1,323.67 |
| FL-011 | | 1 Forklift | FSAX | | | | | | | | \$ 25,377.29 |
| FL-012 | | 1 Forklift | FSAX | | | | | | | | \$ 123,565.75 |
| FL-013 | | 1 Forklift | FSAX | | | | | | | | \$ 36,755.25 |
| FL-014 | | 1 Forklift | FSAX | | | | | | | | \$ 2,344.33 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|------------------|--|---------------|--------------|------------------|------|-------------|----------------------|-------------------|-------------------|---------------|
| F330-002 | 189W50206737056 | MODEL F3-30 3000 CU FT FRAC SANDER, SERIAL 06737056 | FSAX | RST | | 2006 | Bestar | | | ABBEVILLE | \$ 35,765.26 |
| F330-002 | 189W50206737056 | MODEL F3-30 3000 CU FT FRAC SANDER, SERIAL 06737056 | FSAX | RST | | 2006 | Bestar | | | ABBEVILLE | \$ 35,765.26 |
| F330-002 | 189W50206737056 | MODEL F3-30 3000 CU FT FRAC SANDER, SERIAL 06737056 | FSAX | RST | | 2006 | Bestar | | | ABBEVILLE | \$ 35,765.26 |
| F330-003 | 189W64814CW12087 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-3000 | F330-002 | PENNSYLVANIA | \$ 2,344.33 |
| F330-004 | 189W64814CW12087 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-3000 | | ABBEVILLE | \$ 207,701.71 |
| F330-005 | 189W64818CW12089 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-3000 | | ABBEVILLE | \$ 207,701.71 |
| F330-006 | 189W64814BW12082 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-3000 | | PENNSYLVANIA | \$ 184,437.12 |
| F330-007 | 189W64818BW12083 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-3000 | | ABBEVILLE | \$ 177,750.21 |
| F340-001 | 479U6E238B063001 | Frac Sander | FSAX | RST | | 2011 | Tax-oh-Ian | Drop Deck F58-4000h | F340-001 | ABBEVILLE | \$ 177,750.21 |
| F340-002 | 479U6E238B063002 | Frac Sander | FSAX | RST | | 2011 | Tax-oh-Ian | Drop Deck F58-4000h | | ABBEVILLE | \$ 284,467.20 |
| F340-003 | 479U6E238B063003 | Frac Sander | FSAX | RST | | 2011 | Tax-oh-Ian | Drop Deck F58-4000h | | ABBEVILLE | \$ 284,467.20 |
| F340-004 | 479U6E238B063004 | Frac Sander | FSAX | RST | | 2011 | Tax-oh-Ian | Drop Deck F58-4000h | | ABBEVILLE | \$ 284,467.20 |
| F340-005 | 189W6822CW112085 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 275,663.65 |
| F340-006 | 189W6822CW112085 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 275,663.65 |
| F340-007 | 189W6822CW112086 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 207,247.09 |
| F340-008 | 189W6822CW112087 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 209,412.70 |
| F340-009 | 189W6822CW112088 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | PENNSYLVANIA | \$ 205,003.65 |
| F340-010 | 189W6822CW112089 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | PENNSYLVANIA | \$ 205,003.65 |
| F340-011 | 189W6822CW112090 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.65 |
| F340-012 | 189W6822CW112091 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.65 |
| F340-013 | 189W6822CW112092 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.65 |
| F340-014 | 189W6822CW112093 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.65 |
| F340-018 | 189W6822BW112074 | Frac Sander | FSAX | RST | | 2012 | Keystone | M58-4000 | F340-018 | ABBEVILLE | \$ 186,654.19 |
| F340-019 | 189W6822BW112075 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | F340-019 | ABBEVILLE | \$ 186,654.19 |
| F340-020 | 189W6822BW112076 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.65 |
| F340-021 | 189W6822BW112077 | Frac Sander | FSAX | RST | | 2012 | Keystone | SuperSander M58-4000 | F340-021 | ABBEVILLE | \$ 186,654.19 |
| F340-022 | 189W6822BW112078 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | F340-022 | ABBEVILLE | \$ 205,003.64 |
| F340-023 | 189W6822BW112079 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | | ABBEVILLE | \$ 205,003.64 |
| F340-024 | 189W6822BW112080 | Frac Sander | FSAX | RST | | 2012 | Keystone | SuperSander M58-4000 | F340-024 | ABBEVILLE | \$ 205,003.64 |
| F340-025 | 189W6822BW112081 | Frac Sander | FSAX | RST | | 2012 | SuperSander | M58-4000 | F340-025 | ABBEVILLE | \$ 205,003.64 |
| FT-01 | | FT-01 Fuel tank 80 gallon L, shipped with transfer pump and filter kit | WSPS | | | | | | | ABBEVILLE | \$ 114.20 |
| FT-02 | | FT-02 Transfer pump and filter kit | WSPS | | | | | | | ABBEVILLE | \$ 60.92 |
| FT-02 | | FT-02 Fuel tank 80 gallon L, shipped | WSPS | | | | | | | ABBEVILLE | \$ 186.99 |
| FT-02 | | FT-02 Fuel tank 80 gallon L, shipped | WSPS | | | | | | | ABBEVILLE | \$ 61.57 |
| FT-03 | | FT-03 Fuel tank 85 gallon L, shipped with transfer pump and filter kit | WSPS | | | | | | | ABBEVILLE | \$ 141.00 |
| FT-04 | | FT-04 Fuel tank 80 gallon L, shipped with transfer pump and filter kit | WSPS | | | | | | | ABBEVILLE | \$ 114.20 |
| FT-05 | | 100 Gallon Tank & Pump transfer, UTIC of Lafayette, 10986, Invt 174824, 0308 Rec | WSPS | | | | | | | ABBEVILLE | \$ 209.91 |
| GP5-001 | 446-5557 | Acid Transport GPS | WSPS | | | | | | AT-01 | CABENCRIO | \$ 169.33 |
| GP5-002 | 446-5555 | Acid Transport GPS | WSPS | | | | | | AT-02 | CABENCRIO | \$ 167.65 |
| GP5-003 | 501-0638 | Acid Transport GPS | WSPS | | | | | | AT-03 | CABENCRIO | \$ 161.28 |
| GP5-004 | 446-7246 | Acid Transport GPS | WSPS | | | | | | AT-04 | CABENCRIO | \$ 165.95 |
| GP5-005 | 356-7267 | Acid Transport GPS | WSPS | | | | | | AT-05 | CABENCRIO | \$ 167.65 |
| GP5-006 | 446-7337 | Acid Transport GPS | WSPS | | | | | | AT-06 | PENNSYLVANIA | \$ 165.95 |
| GP5-007 | 446-7180 | Acid Transport GPS | WSPS | | | | | | AT-07 | ABBEVILLE | \$ 165.95 |
| GP5-009 | 446-7238 | Acid Transport GPS | WSPS | | | | | | AT-08 | ABBEVILLE | \$ 165.95 |
| GP5-010 | 446-5254 | Box Trailer GPS | WSPS | | | | | | BT-01 / CTU-1 | DUMOH | \$ 167.65 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|-----------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-011 | | 1 Box Trailer GPS | | | 412-8689 | | | | BT-02 / CTU-D | DURON | \$ 167.65 |
| GPS-012 | | 1 Box Trailer 7X16 White, Cargo Door Trailer - GPS | | | 412-3428 | | | | BT-04 | ABBEVILLE | \$ 167.12 |
| GPS-013 | | 1 Box Trailer GPS | | | 446-3997 | | | | BT-05 | DURON | \$ 167.65 |
| GPS-014 | | 1 Cargo Trailer - GPS Navigation System | | | 356-6471 | | | | BT-06 | ABBEVILLE | \$ 192.00 |
| GPS-015 | | 1 Coil Tubing Tool Trailer GPS | | | 412-5287 | | | | BT-07 / CTU-D | DURON | \$ 162.90 |
| GPS-016 | | 1 Coil Tubing Trailer GPS | | | 412-4970 | | | | BT-08 / CTU-D | DURON | \$ 189.55 |
| GPS-017 | | 1 Box Trailer GPS | | | 446-3602 | | | | BT-09 | ABBEVILLE | \$ 151.28 |
| GPS-018 | | 1 Box Trailer GPS | | | 446-3605 | | | | BT-10 | ABBEVILLE | \$ 161.28 |
| GPS-019 | | 1 Box Trailer GPS | | | 704-8692 | | | | BT-11 | ABBEVILLE | \$ 161.28 |
| GPS-020 | | 1 Box Trailer GPS | | | 371-0880 | | | | BT-12 | PENNSYLVANIA | \$ 166.29 |
| GPS-021 | | 1 Box Trailer GPS | | | 356-3896 | | | | BT-13 | PENNSYLVANIA | \$ 161.28 |
| GPS-022 | | 1 Cement Unit GPS | | | 446-5078 | | | | C-2 | CARENCRO | \$ 167.65 |
| GPS-024 | | 1 Double Pump Cement Unit GPS | | | 371-1056 | | | | C-4 | CARENCRO | \$ 167.65 |
| GPS-025 | | 1 Twin Cement Pumping Unit - GPS | | | 371-0385 | | | | C-6 | CARENCRO | \$ 1,003.37 |
| GPS-027 | | 1 Chemical Additive Trailer GPS | | | 356-5382 | | | | CAT-002 | ABBEVILLE | \$ 166.29 |
| GPS-028 | | 1 Trailer Mounted Chemical Additive GPS | | | 371-0183 | | | | CAT-003 | ABBEVILLE | \$ 166.29 |
| GPS-029 | | 1 Chemical Floot - Drop Deck Trailer - GPS Navigation System | | | 371-5415 | | | | CF-001 | PENNSYLVANIA | \$ 187.83 |
| GPS-030 | | 1 Dragon Conventional Frac Pumping Unit w/ 2250HP 4" Quintaxplus Pump - GPS Navigation System | | | 356-3201 | | | | CFR-01 | PENNSYLVANIA | \$ 193.00 |
| GPS-031 | | 1 Dragon Conventional Frac Pumping Unit w/ 2250HP 4" Quintaxplus Pump - GPS Navigation System | | | 356-4439 | | | | CFR-02 | PENNSYLVANIA | \$ 193.00 |
| GPS-032 | | 1 Dragon Conventional Frac Pumping Unit w/ 2250HP 4" Quintaxplus Pump - GPS Navigation System | | | 356-3386 | | | | CFR-03 | PENNSYLVANIA | \$ 193.00 |
| GPS-034 | | 1 Coil Tubing Unit GPS | | | 446-6931 | | | | CTU-01 | DURON | \$ 863.47 |
| GPS-035 | | 1 Coil Tubing Unit GPS | | | 371-1679 | | | | CTU-02 | DURON | \$ 167.65 |
| GPS-036 | | 1 Coil Tubing Unit GPS | | | 446-5487 | | | | CTU-03 | DURON | \$ 167.65 |
| GPS-037 | | 1 Coiled Tubing Unit GPS | | | 446-7243 | | | | CTU-05 | DURON | \$ 165.95 |
| GPS-038 | | 1 Trailer Mounted Coiled Tubing Unit GPS | | | 446-5010 | | | | CTU-07 | DURON | \$ 863.46 |
| GPS-039 | | 1 Coiled Tubing Unit GPS | | | 446-7241 | | | | CTU-08 | DURON | \$ 392.61 |
| GPS-040 | | 1 Double Bulk Truck GPS | | | 371-2816 | | | | DB-001 | CARENCRO | \$ 167.65 |
| GPS-041 | | 1 Double Bulk Truck GPS | | | 446-5129 | | | | DB-002 | CARENCRO | \$ 167.65 |
| GPS-042 | | 1 Double Bulk Truck GPS | | | 446-5553 | | | | DB-003 | CARENCRO | \$ 167.65 |
| GPS-043 | | 1 Double Bulk Truck GPS | | | 412-5603 | | | | DB-004 | CARENCRO | \$ 167.97 |
| GPS-044 | | 1 Double Bulk Truck GPS | | | 371-0935 | | | | DB-005 | CARENCRO | \$ 167.65 |
| GPS-045 | | 1 Double Bulk Truck GPS | | | 412-9917 | | | | DB-006 | CARENCRO | \$ 167.65 |
| GPS-046 | | 1 Double Bulk Truck GPS | | | 446-5499 | | | | DB-007 | CARENCRO | \$ 167.65 |
| GPS-047 | | 1 Double Bulk Truck GPS | | | 446-1428 | | | | DB-008 | CARENCRO | \$ 167.65 |
| GPS-048 | | 1 Dual Batch Mixer GPS | | | 446-5480 | | | | DBM-001 | CARENCRO | \$ 161.28 |
| GPS-049 | | 1 Dual Batch Mixer GPS | | | 351-9452 | | | | DBM-002 | CARENCRO | \$ 165.95 |
| GPS-050 | | 1 Drop Deck Trailer GPS | | | 446-7245 | | | | DDT-001 | DURON | \$ 167.65 |
| GPS-051 | | 1 Drop Deck Trailer GPS | | | 446-5480 | | | | DDT-002 | DURON | \$ 864.15 |
| GPS-052 | | 1 Drop Deck Trailer GPS | | | 371-9569 | | | | DDT-003 | ABBEVILLE | \$ 161.28 |
| GPS-053 | | 1 Drop Deck Trailer GPS | | | 446-5345 | | | | DDT-004 | CARENCRO | \$ 167.65 |
| GPS-054 | | 1 Drop Deck Trailer GPS | | | 354-9276 | | | | DDT-005 | ABBEVILLE | \$ 166.29 |
| GPS-055 | | 1 Step Deck Trailer GPS | | | 386-8143 | | | | DDT-006 | ABBEVILLE | \$ 166.29 |
| GPS-056 | | 1 Drop Deck Trailer GPS | | | 412-8925 | | | | DDT-007 | PENNSYLVANIA | \$ 171.04 |
| GPS-057 | | 1 Churn Floot GPS | | | 356-4437 | | | | CF-002 | ABBEVILLE | \$ 171.04 |
| GPS-058 | | 1 Step Deck Trailer GPS | | | 354-7468 | | | | DDT-009 | ABBEVILLE | \$ 171.04 |
| GPS-059 | | 1 Step Deck Trailer GPS | | | 356-5988 | | | | DDT-010 | ABBEVILLE | \$ 166.29 |
| GPS-060 | | 1 Drop Deck Trailer GPS | | | 356-4651 | | | | DDT-011 | ABBEVILLE | \$ 166.29 |
| GPS-061 | | 1 Drop Deck Trailer GPS | | | 356-1928 | | | | DDT-012 | ABBEVILLE | \$ 166.29 |
| GPS-062 | | 1 Drop Deck Trailer GPS | | | 356-3794 | | | | DDT-013 | ABBEVILLE | \$ 166.29 |
| GPS-063 | | 1 Drop Deck Trailer GPS | | | 356-4812 | | | | DDT-014 | ABBEVILLE | \$ 166.29 |
| GPS-064 | | 1 Churn Floot Trailer GPS | | | 356-1479 | | | | DDT-016 | ABBEVILLE | \$ 166.29 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | QTY | Description | Meth Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-----|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-065 | 1 | Mobile Shop Trailer GPS | | | 704-8612 | | | | DOT-017 | ABBEVILLE | \$ 171.04 |
| GPS-066 | 1 | Iron Trailer GPS | | | 371-1911 | | | | DOT-018 | ABBEVILLE | \$ 166.19 |
| GPS-067 | 1 | Drop Deck Trailer GPS | | | 446-7189 | | | | DOT-019 | ABBEVILLE | \$ 165.95 |
| GPS-068 | 1 | Drop Deck Trailer GPS | | | 446-7188 | | | | DOT-020 | PENNSYLVANIA | \$ 185.94 |
| GPS-069 | 1 | Drop Deck Trailer GPS | | | 356-7531 | | | | DOT-021 | ABBEVILLE | \$ 166.29 |
| GPS-070 | 1 | Drop Deck Trailer GPS | | | 412-4574 | | | | DOT-022 | ABBEVILLE | \$ 377.50 |
| GPS-071 | 1 | Drop Deck Trailer GPS | | | 371-6056 | | | | DOT-023 | ABBEVILLE | \$ 336.99 |
| GPS-072 | 1 | Drop Deck Trailer GPS | | | 446-7186 | | | | DOT-025 | PENNSYLVANIA | \$ 215.96 |
| GPS-074 | 1 | Drop Deck Trailer GPS | | | 446-7185 | | | | DOT-026 | PENNSYLVANIA | \$ 215.96 |
| GPS-075 | 1 | Data Monitoring Trailer GPS | | | 356-8272 | | | | DMT-001 | ABBEVILLE | \$ 166.29 |
| GPS-076 | 1 | Data Monitoring Trailer GPS | | | 356-8659 | | | | DMT-002 | ABBEVILLE | \$ 166.28 |
| GPS-077 | 1 | Data Monitoring Trailer GPS | | | 371-9923 | | | | DMT-003 | ABBEVILLE | \$ 163.74 |
| GPS-078 | 1 | Data Monitoring Trailer GPS | | | 446-5194 | | | | DMT-004 | ABBEVILLE | \$ 180.66 |
| GPS-079 | 1 | Coiled Tubing Double Pump Unit GPS | | | 412-9019 | | | | DP-03 | QUHON | \$ 162.90 |
| GPS-080 | 1 | Double Pump Unit - GPS Navigation System | | | 446-7190 | | | | DP-06 | CARENCRO | \$ 192.61 |
| GPS-081 | 1 | Dual Sand Belt GPS | | | 371-1499 | | | | D58-001 | ABBEVILLE | \$ 166.29 |
| GPS-082 | 1 | Dual Sand Belt GPS | | | 356-1895 | | | | D58-002 | PENNSYLVANIA | \$ 166.29 |
| GPS-083 | 1 | Dual Sand Belt GPS | | | 446-5659 | | | | D58-003 | ABBEVILLE | \$ 180.66 |
| GPS-084 | 1 | Dual Sand Belt GPS | | | 344-5923 | | | | D58-004 | ABBEVILLE | \$ 166.29 |
| GPS-085 | 1 | Dual Sand Belt GPS | | | 371-8687 | | | | D58-005 | ABBEVILLE | \$ 161.28 |
| GPS-086 | 1 | Dual Sand Belt GPS | | | 371-8855 | | | | D58-006 | ABBEVILLE | \$ 171.04 |
| GPS-087 | 1 | Dual Sand Belt GPS | | | 356-3659 | | | | D58-007 | PENNSYLVANIA | \$ 166.29 |
| GPS-088 | 1 | Dual Sand Belt GPS | | | 356-7742 | | | | D58-008 | PENNSYLVANIA | \$ 166.29 |
| GPS-089 | 1 | Dual Sand Belt GPS | | | 704-1479 | | | | D58-009 | ABBEVILLE | \$ 220.94 |
| GPS-090 | 1 | Data Van GPS | | | 849-1900 | | | | DV-001 | ABBEVILLE | \$ 1,159.39 |
| GPS-092 | 1 | Field Bin GPS | | | 446-1947 | | | | FB-002 | CARENCRO | \$ 217.95 |
| GPS-093 | 1 | Field Bin GPS | | | 446-1492 | | | | FB-003 | CARENCRO | \$ 217.95 |
| GPS-094 | 1 | Blender Control Systems GPS | | | 704-8603 | | | | FN-001 | ABBEVILLE | \$ 209.02 |
| GPS-095 | 1 | Blender Control Systems GPS | | | 704-1582 | | | | FN-002 | ABBEVILLE | \$ 209.02 |
| GPS-097 | 1 | Frac Blender GPS | | | 356-9276 | | | | FB-005 | ABBEVILLE | \$ 216.37 |
| GPS-098 | 1 | Frac Blender GPS | | | 371-0143 | | | | FB-006 | ABBEVILLE | \$ 216.37 |
| GPS-099 | 1 | Frac Blender GPS | | | 356-5037 | | | | FB-007 | ABBEVILLE | \$ 216.37 |
| GPS-100 | 1 | Frac Blender GPS | | | 371-1481 | | | | FB-008 | ABBEVILLE | \$ 209.02 |
| GPS-101 | 1 | Frac Blender GPS | | | 412-2335 | | | | FB-011 | ABBEVILLE | \$ 967.44 |
| GPS-102 | 1 | Frac Sander GPS | | | 356-3752 | | | | FS-0116-00 | ABBEVILLE | \$ 216.57 |
| GPS-103 | 1 | Frac Sander GPS | | | 412-9060 | | | | FSB-001 | ABBEVILLE | \$ 180.66 |
| GPS-104 | 1 | Frac Sander GPS | | | 501-4476 | | | | FSB-002 | ABBEVILLE | \$ 180.66 |
| GPS-105 | 1 | Frac Sander GPS | | | 356-9660 | | | | FSB-003 | PENNSYLVANIA | \$ 216.37 |
| GPS-106 | 1 | Frac Sander GPS | | | 356-5560 | | | | FSB-004 | ABBEVILLE | \$ 216.37 |
| GPS-107 | 1 | Frac Sander GPS | | | 446-7314 | | | | FSB-005 | ABBEVILLE | \$ 324.42 |
| GPS-108 | 1 | Frac Sander GPS | | | 356-1199 | | | | FSB-006 | PENNSYLVANIA | \$ 216.37 |
| GPS-109 | 1 | Frac Sander GPS | | | 356-8222 | | | | FSB-007 | ABBEVILLE | \$ 216.37 |
| GPS-110 | 1 | Frac Sander GPS | | | 446-5540 | | | | FSB-008 | ABBEVILLE | \$ 209.02 |
| GPS-111 | 1 | Frac Sander GPS | | | 501-4457 | | | | FSB-009 | ABBEVILLE | \$ 209.40 |
| GPS-112 | 1 | Frac Sander GPS | | | 412-1396 | | | | FSB-010 | ABBEVILLE | \$ 209.02 |
| GPS-113 | 1 | Frac Sander GPS | | | 446-3624 | | | | FSB-011 | ABBEVILLE | \$ 209.02 |
| GPS-114 | 1 | Frac Sander GPS | | | 371-2793 | | | | FSB-012 | ABBEVILLE | \$ 209.02 |
| GPS-115 | 1 | Frac Sander GPS | | | 356-2190 | | | | FSB-013 | ABBEVILLE | \$ 216.37 |
| GPS-116 | 1 | Frac Sander GPS | | | 356-8617 | | | | FSB-014 | ABBEVILLE | \$ 216.37 |
| GPS-117 | 1 | Frac Sander GPS | | | 356-7566 | | | | FSB-015 | ABBEVILLE | \$ 216.37 |
| GPS-118 | 1 | Frac Sander GPS | | | 356-5304 | | | | FSB-016 | ABBEVILLE | \$ 216.37 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| GPS-113 | 1 | Frac Sander GPS | | | 356-3788 | | | | FS40-019 | ABBEVILLE | \$ 216.37 |
| GPS-120 | 1 | Frac Sander GPS | | | 371-8564 | | | | FS40-009 | PENNSYLVANIA | \$ 230.74 |
| GPS-121 | 1 | Frac Sander GPS | | | 371-1790 | | | | FS40-021 | ABBEVILLE | \$ 216.37 |
| GPS-122 | 1 | Frac Sander GPS | | | 371-9868 | | | | FS40-022 | ABBEVILLE | \$ 230.74 |
| GPS-133 | 1 | Frac Sander GPS | | | 446-5570 | | | | FS40-023 | ABBEVILLE | \$ 230.74 |
| GPS-124 | 1 | Frac Sander GPS | | | 412-1078 | | | | FS40-014 | ABBEVILLE | \$ 220.74 |
| GPS-125 | 1 | Frac Sander GPS | | | 446-3658 | | | | FS40-025 | ABBEVILLE | \$ 220.74 |
| GPS-126 | 1 | High Pressure Manifold TrailerGPS | | | 412-1802 | | | | HPM-001 | PENNSYLVANIA | \$ 209.02 |
| GPS-127 | 1 | High Pressure Manifold TrailerGPS | | | 354-7835 | | | | HPM-002 | ABBEVILLE | \$ 209.02 |
| GPS-128 | 1 | Hose Trailer GPS | | | 501-4009 | | | | HTRL-001 | PENNSYLVANIA | \$ 161.28 |
| GPS-129 | 1 | Hose Trailer GPS | | | 350-1574 | | | | HTRL-002 | ABBEVILLE | \$ 166.29 |
| GPS-130 | 1 | Hose Trailer GPS | | | 412-9784 | | | | HTRL-003 | ABBEVILLE | \$ 161.28 |
| GPS-131 | 1 | Hose Trailer GPS | | | 371-6718 | | | | FS40-010 | PENNSYLVANIA | \$ 161.28 |
| GPS-132 | 1 | Hose Trailer GPS | | | 412-5147 | | | | HTRL-005 | PENNSYLVANIA | \$ 161.28 |
| GPS-133 | 1 | Hose Trailer GPS | | | 446-3677 | | | | HTRL-006 | ABBEVILLE | \$ 161.28 |
| GPS-134 | 1 | Hose Trailer GPS | | | 371-0174 | | | | HTRL-007 | ABBEVILLE | \$ 161.28 |
| GPS-135 | 1 | Hose Trailer GPS | | | 356-9885 | | | | HTRL-008 | ABBEVILLE | \$ 161.28 |
| GPS-136 | 1 | Hose Trailer GPS | | | 356-6462 | | | | HTRL-009 | ABBEVILLE | \$ 166.29 |
| GPS-137 | 1 | Hose Trailer GPS | | | 356-4827 | | | | HTRL-010 | ABBEVILLE | \$ 166.29 |
| GPS-138 | 1 | Hose Trailer GPS | | | 354-7685 | | | | HTRL-011 | PENNSYLVANIA | \$ 166.29 |
| GPS-139 | 1 | Hose Trailer - GPS Navigation System | | | 349-6521 | | | | HTRL-012 | ABBEVILLE | \$ 195.00 |
| GPS-140 | 1 | Hydration Unit GPS | | | 356-6437 | | | | HYD-001 | ABBEVILLE | \$ 166.29 |
| GPS-141 | 1 | Hydration Unit GPS | | | 356-6653 | | | | HYD-002 | ABBEVILLE | \$ 166.29 |
| GPS-142 | 1 | Line Truck GPS | | | 371-9735 | | | | LT-01 | ABBEVILLE | \$ 892.77 |
| GPS-144 | 1 | Line Truck GPS | | | 412-0043 | | | | LT-02 | PENNSYLVANIA | \$ 892.77 |
| GPS-145 | 1 | Line Truck GPS | | | 412-1961 | | | | LT-03 | ABBEVILLE | \$ 861.77 |
| GPS-146 | 1 | Line Truck GPS | | | 412-8083 | | | | LT-04 | ABBEVILLE | \$ 861.76 |
| GPS-147 | 1 | Lab Trailer GPS | | | 446-3669 | | | | LTL-001 | ABBEVILLE | \$ 170.14 |
| GPS-148 | 1 | Lab Trailer GPS | | | 356-4029 | | | | LTL-002 | ABBEVILLE | \$ 166.29 |
| GPS-149 | 1 | Lab Trailer GPS | | | 356-7707 | | | | LTL-003 | ABBEVILLE | \$ 166.29 |
| GPS-150 | 1 | Lab Trailer GPS | | | 371-2131 | | | | LTL-004 | ABBEVILLE | \$ 166.29 |
| GPS-151 | 1 | Lab Trailer GPS | | | 446-3662 | | | | LTL-005 | ABBEVILLE | \$ 166.29 |
| GPS-152 | 1 | Lab Trailer GPS | | | 371-1575 | | | | LTL-006 | ABBEVILLE | \$ 171.04 |
| GPS-153 | 1 | Lab Trailer GPS | | | 356-9651 | | | | LTL-007 | ABBEVILLE | \$ 166.29 |
| GPS-154 | 1 | Lab Trailer GPS | | | 412-1008 | | | | LTL-008 | PENNSYLVANIA | \$ 171.04 |
| GPS-155 | 1 | Multi-Sander - GPS Navigation System | | | 371-2749 | | | | MS-01 | ABBEVILLE | \$ 187.12 |
| GPS-156 | 1 | Mobile Shop Trailer GPS | | | 356-2421 | | | | MST-001 | ABBEVILLE | \$ 166.29 |
| GPS-157 | 1 | Nitrogen Pump Unit - GPS Navigation System | | | 446-7344 | | | | NP-03 | DUKON | \$ 192.61 |
| GPS-158 | 1 | Nitrogen Transport GPS | | | 446-5341 | | | | NT-001 / NT DUHON | | \$ 167.85 |
| GPS-159 | 1 | Nitrogen Transport GPS | | | 446-5424 | | | | NT-02 | DUHON | \$ 167.85 |
| GPS-160 | 1 | Nitrogen Transport GPS | | | 446-7242 | | | | NT-04 | DUHON | \$ 165.95 |
| GPS-161 | 1 | Pump Unit GPS | | | 412-1088 | | | | P-1 | CARENCRIO | \$ 167.85 |
| GPS-162 | 1 | Pump Unit GPS | | | 446-5544 | | | | P-4 | CARENCRIO | \$ 167.85 |
| GPS-163 | 1 | Pump Unit - GPS Navigation System | | | 278-1062 | | | | P-5 | CARENCRIO | \$ 192.61 |
| GPS-164 | 1 | Pump Unit GPS | | | 446-5488 | | | | P-7 | CARENCRIO | \$ 167.85 |
| GPS-165 | 1 | Pump UnitGPS | | | 446-5055 | | | | P-9 | DUHON | \$ 167.85 |
| GPS-166 | 1 | Pump UnitGPS | | | 446-5818 | | | | P-9 | CARENCRIO | \$ 167.85 |
| GPS-167 | 1 | Pickup TruckGPS | | | 371-7363 | | | | PKT-003 | CARENCRIO | \$ 252.43 |
| GPS-168 | 1 | Pickup Truck GPS | | | 371-6861 | | | | SPARE | | \$ 252.75 |
| GPS-169 | 1 | Pickup Truck GPS | | | 371-8930 | | | | SPARE | | \$ 252.43 |
| GPS-170 | 1 | Pickup TruckGPS | | | 371-7313 | | | | PKT-006 | CARENCRIO | \$ 252.43 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---------------------------------------|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-171 | 1 | Pickup Truck - GPS | | | 371-8514 | | | | SPARE | | \$ 254.49 |
| GPS-172 | 1 | Pickup Truck - GPS Navigation System | | | 849-7846 | | | | PRT-008 | ABBEVILLE | \$ 296.92 |
| GPS-173 | 1 | Pickup Truck - GPS | | | 412-0000 | | | | PRT-009 | CARENCRO | \$ 232.92 |
| GPS-174 | 1 | Pickup Truck - GPS Navigation System | | | 446-5026 | | | | PRT-010 | ABBEVILLE | \$ 290.55 |
| GPS-176 | 1 | Pickup Truck - GPS | | | 371-7907 | | | | PRT-011 | CARENCRO | \$ 252.43 |
| GPS-177 | 1 | Pickup Truck - GPS Navigation System | | | 446-5343 | | | | PRT-012 | PENNSYLVANIA | \$ 290.56 |
| GPS-178 | 1 | Pickup Truck - GPS | | | 371-6639 | | | | SPARE | | \$ 252.43 |
| GPS-179 | 1 | Pickup Truck - GPS | | | 371-8597 | | | | PRT-016 | CARENCRO | \$ 282.78 |
| GPS-180 | 1 | Pickup Truck - GPS | | | 412-1646 | | | | PRT-017 | CARENCRO | \$ 282.98 |
| GPS-181 | 1 | Pickup Truck - GPS | | | 371-5899 | | | | PRT-018 | CARENCRO | \$ 252.43 |
| GPS-182 | 1 | Pickup Truck - GPS Navigation System | | | 849-8294 | | | | PRT-019 | ABBEVILLE | \$ 280.78 |
| GPS-183 | 1 | Pickup Truck - GPS | | | 371-8868 | | | | PRT-020 | DUMON | \$ 252.43 |
| GPS-184 | 1 | Pickup Truck - GPS | | | 412-1722 | | | | PRT-021 | CARENCRO | \$ 252.43 |
| GPS-185 | 1 | Pickup Truck - GPS Navigation System | | | 849-4862 | | | | PRT-022 | ABBEVILLE | \$ 318.52 |
| GPS-186 | 1 | Pickup Truck - GPS Navigation System | | | 371-7213 | | | | PRT-023 | ABBEVILLE | \$ 311.58 |
| GPS-187 | 1 | Pickup Truck - GPS Navigation System | | | 849-4862 | | | | PRT-024 | ABBEVILLE | \$ 311.58 |
| GPS-188 | 1 | Pickup Truck - GPS Navigation System | | | 344-2795 | | | | PRT-025 | ABBEVILLE | \$ 311.00 |
| GPS-189 | 1 | Pickup Truck - GPS Navigation System | | | 371-2780 | | | | PRT-027 | PENNSYLVANIA | \$ 311.00 |
| GPS-190 | 1 | Pickup Truck - GPS Navigation System | | | 371-2435 | | | | PRT-028 | ABBEVILLE | \$ 311.58 |
| GPS-191 | 1 | Pickup Truck - GPS | | | 344-6081 | | | | PRT-030 | ABBEVILLE | \$ 311.58 |
| GPS-192 | 1 | Pickup Truck - GPS Navigation System | | | 849-4529 | | | | PRT-031 | ABBEVILLE | \$ 318.52 |
| GPS-193 | 1 | Pickup Truck - GPS | | | 849-3973 | | | | PRT-032 | ABBEVILLE | \$ 280.60 |
| GPS-194 | 1 | Pickup Truck - GPS | | | 356-5117 | | | | PRT-033 | ABBEVILLE | \$ 268.91 |
| GPS-195 | 1 | Pickup Truck - GPS | | | 849-5013 | | | | PRT-034 | ABBEVILLE | \$ 274.49 |
| GPS-196 | 1 | Pickup Truck - GPS Navigation System | | | 849-5175 | | | | PRT-035 | ABBEVILLE | \$ 318.52 |
| GPS-197 | 1 | Pickup Truck - GPS | | | 371-6707 | | | | PRT-036 | DUMON | \$ 268.91 |
| GPS-198 | 1 | Pickup Truck - GPS | | | 412-7081 | | | | PRT-037 | CARENCRO | \$ 863.47 |
| GPS-199 | 1 | Pickup Truck - GPS Navigation System | | | 371-6297 | | | | PRT-038 | ABBEVILLE | \$ 312.58 |
| GPS-200 | 1 | Pickup Truck - GPS | | | 849-5654 | | | | PRT-039 | ABBEVILLE | \$ 274.49 |
| GPS-201 | 1 | Pickup Truck - GPS | | | 412-9015 | | | | PRT-040 | ABBEVILLE | \$ 865.12 |
| GPS-202 | 1 | Pickup Truck - GPS | | | 348-0144 | | | | PRT-041 | DUMON | \$ 987.44 |
| GPS-203 | 1 | Pickup Truck - GPS | | | 371-1311 | | | | PRT-042 | ABBEVILLE | \$ 268.91 |
| GPS-204 | 1 | Pickup Truck - GPS Navigation System | | | 446-7303 | | | | PRT-043 | CARENCRO | \$ 311.00 |
| GPS-205 | 1 | Pickup Truck - GPS Navigation System | | | 501-6494 | | | | PRT-044 | CARENCRO | \$ 1,036.15 |
| GPS-206 | 1 | Pickup Truck - GPS Navigation System | | | 446-1111 | | | | PRT-045 | CARENCRO | \$ 1,033.28 |
| GPS-207 | 1 | Pickup Truck - GPS | | | 371-6015 | | | | PRT-046 | DUMON | \$ 863.47 |
| GPS-208 | 1 | Pickup Truck - GPS | | | 412-7551 | | | | PRT-047 | ABBEVILLE | \$ 881.76 |
| GPS-209 | 1 | Pickup Truck - GPS | | | 344-6650 | | | | PRT-048 | ABBEVILLE | \$ 891.77 |
| GPS-210 | 1 | Pickup Truck - GPS | | | 446-3071 | | | | PRT-049 | ABBEVILLE | \$ 881.76 |
| GPS-211 | 1 | Pickup Truck - GPS | | | 315-6893 | | | | PRT-050 | DUMON | \$ 863.47 |
| GPS-212 | 1 | Pickup Truck - GPS Navigation System | | | 446-3838 | | | | PRT-051 | DUMON | \$ 1,021.28 |
| GPS-213 | 1 | Pickup Truck - GPS Navigation System | | | 412-2034 | | | | PRT-052 | PENNSYLVANIA | \$ 1,023.28 |
| GPS-214 | 1 | Pickup Truck - GPS | | | 412-8402 | | | | PRT-053 | ABBEVILLE | \$ 881.76 |
| GPS-215 | 1 | Pickup Truck - GPS | | | 322-7443 | | | | PRT-054 | DUMON | \$ 863.47 |
| GPS-216 | 1 | Pickup Truck - GPS | | | 371-6650 | | | | PRT-055 | ABBEVILLE | \$ 268.54 |
| GPS-217 | 1 | Pickup Truck - GPS | | | 356-5774 | | | | PRT-056 | PENNSYLVANIA | \$ 268.91 |
| GPS-218 | 1 | Pickup Truck - GPS | | | 371-0328 | | | | PRT-057 | ABBEVILLE | \$ 268.91 |
| GPS-219 | 1 | Pickup Truck - GPS - Randall Figureau | | | 356-4637 | | | | PRT-058 | CARENCRO | \$ 268.22 |
| GPS-220 | 1 | Pickup Truck - GPS | | | 371-2768 | | | | PRT-059 | ABBEVILLE | \$ 268.54 |
| GPS-221 | 1 | Pickup Truck - GPS | | | 849-5417 | | | | PRT-060 | ABBEVILLE | \$ 274.49 |
| GPS-222 | 1 | Pickup Truck - GPS | | | 949-0047 | | | | PRT-061 | ABBEVILLE | \$ 274.81 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--------------------------------------|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-223 | 1 | Pickup Truck GPS | | | 849-5925 | | | | PKT-062 | PENNSYLVANIA | \$ 274.49 |
| GPS-224 | 1 | Pickup Truck GPS | | | 849-6701 | | | | PKT-063 | ABBEVILLE | \$ 274.49 |
| GPS-225 | 1 | Pickup Truck GPS | | | 849-6861 | | | | PKT-064 | PENNSYLVANIA | \$ 274.49 |
| GPS-226 | 1 | Pickup Truck GPS | | | 849-6896 | | | | PKT-065 | ABBEVILLE | \$ 274.49 |
| GPS-227 | 1 | Pickup Truck GPS | | | 849-6838 | | | | PKT-066 | ABBEVILLE | \$ 274.49 |
| GPS-228 | 1 | SUV GPS | | | 371-5198 | | | | PKT-067 | ABBEVILLE | \$ 111.15 |
| GPS-229 | 1 | Pickup Truck GPS | | | 356-4707 | | | | PKT-068 | CABERCRO | \$ 268.91 |
| GPS-230 | 1 | Pickup Truck GPS | | | 371-8382 | | | | PKT-069 | CABERCRO | \$ 268.91 |
| GPS-231 | 1 | Pickup Truck GPS | | | 356-6530 | | | | PKT-070 | CABERCRO | \$ 537.43 |
| GPS-232 | 1 | Pickup Truck GPS | | | 849-2956 | | | | PKT-071 | DUHON | \$ 260.60 |
| GPS-233 | 1 | Pickup Truck GPS | | | 849-5015 | | | | PKT-072 | PENNSYLVANIA | \$ 260.60 |
| GPS-234 | 1 | Pickup Truck GPS | | | 446-5351 | | | | PKT-073 | PENNSYLVANIA | \$ 880.71 |
| GPS-235 | 1 | Pickup Truck GPS | | | 412-9894 | | | | PKT-074 | PENNSYLVANIA | \$ 881.76 |
| GPS-236 | 1 | Pickup Truck GPS | | | 849-5953 | | | | PKT-075 | LAFALETTE | \$ 274.49 |
| GPS-237 | 1 | Pickup Truck GPS | | | 412-7854 | | | | PKT-076 | CABERCRO | \$ 863.47 |
| GPS-238 | 1 | Pickup Truck GPS - White Pine | | | 315-7127 | | | | PKT-077 | CABERCRO | \$ 863.47 |
| GPS-239 | 1 | Pickup Truck GPS | | | 344-5203 | | | | PKT-078 | CABERCRO | \$ 863.47 |
| GPS-240 | 1 | Pickup Truck GPS | | | 849-6219 | | | | PKT-079 | ABBEVILLE | \$ 274.49 |
| GPS-241 | 1 | Pickup Truck GPS | | | 371-6772 | | | | PKT-080 | LAFALETTE | \$ 268.54 |
| GPS-242 | 1 | Pickup Truck GPS | | | 412-2030 | | | | PKT-081 | PENNSYLVANIA | \$ 881.76 |
| GPS-243 | 1 | Pickup Truck GPS | | | 412-9613 | | | | PKT-082 | PENNSYLVANIA | \$ 892.79 |
| GPS-244 | 1 | Pickup Truck GPS | | | 446-1981 | | | | PKT-083 | PENNSYLVANIA | \$ 881.76 |
| GPS-245 | 1 | Pickup Truck GPS | | | 412-9536 | | | | PKT-084 | ABBEVILLE | \$ 881.76 |
| GPS-246 | 1 | Pickup Truck GPS | | | 315-9712 | | | | PKT-085 | ABBEVILLE | \$ 892.79 |
| GPS-247 | 1 | Pickup Truck GPS | | | 356-6328 | | | | PKT-086 | ABBEVILLE | \$ 892.79 |
| GPS-248 | 1 | Pickup Truck GPS | | | 446-1409 | | | | PKT-087 | ABBEVILLE | \$ 881.76 |
| GPS-249 | 1 | Pickup Truck GPS | | | 446-1171 | | | | PKT-088 | CABERCRO | \$ 881.76 |
| GPS-250 | 1 | Pickup Truck GPS | | | 446-1860 | | | | PKT-089 | CABERCRO | \$ 881.76 |
| GPS-251 | 1 | Pickup Truck GPS | | | 446-3089 | | | | PKT-091 | ABBEVILLE | \$ 881.76 |
| GPS-252 | 1 | Pickup Truck GPS | | | 446-1108 | | | | PKT-092 | CABERCRO | \$ 881.76 |
| GPS-253 | 1 | Pickup Truck GPS | | | 371-2044 | | | | PKT-093 | DUHON | \$ 268.54 |
| GPS-254 | 1 | Pickup Truck GPS | | | 371-5996 | | | | PKT-094 | ABBEVILLE | \$ 268.54 |
| GPS-255 | 1 | Pickup Truck GPS | | | 371-6241 | | | | PKT-095 | DUHON | \$ 268.54 |
| GPS-256 | 1 | Pickup Truck GPS - Matt Smith | | | 412-2057 | | | | PKT-096 | CABERCRO | \$ 268.91 |
| GPS-257 | 1 | Pickup Truck GPS | | | 356-6755 | | | | PKT-097 | CABERCRO | \$ 268.91 |
| GPS-258 | 1 | Pickup Truck GPS - Eric Wiegata | | | 371-7851 | | | | PKT-098 | CABERCRO | \$ 268.91 |
| GPS-259 | 1 | Pickup Truck GPS | | | 412-7449 | | | | PKT-099 | ABBEVILLE | \$ 881.76 |
| GPS-260 | 1 | Pickup Truck GPS | | | 446-3777 | | | | PKT-100 | PENNSYLVANIA | \$ 881.76 |
| GPS-261 | 1 | Pickup Truck GPS | | | 704-1894 | | | | PKT-101 | DUHON | \$ 863.47 |
| GPS-262 | 1 | Pickup Truck GPS | | | 654-7825 | | | | PKT-102 | DUHON | \$ 863.47 |
| GPS-263 | 1 | Pickup Truck - GPS Navigation System | | | 412-9614 | | | | PKT-103 | DUHON | \$ 8,798.92 |
| GPS-264 | 1 | Pickup Truck GPS | | | 371-2688 | | | | PKT-104 | ABBEVILLE | \$ 268.54 |
| GPS-265 | 1 | Pickup Truck GPS | | | 849-5807 | | | | PKT-105 | PENNSYLVANIA | \$ 274.49 |
| GPS-266 | 1 | Pickup Truck GPS | | | 849-5856 | | | | PKT-106 | ABBEVILLE | \$ 274.70 |
| GPS-267 | 1 | Pickup Truck GPS | | | 371-5126 | | | | PKT-107 | ABBEVILLE | \$ 268.54 |
| GPS-268 | 1 | Pickup Truck GPS | | | 371-2649 | | | | PKT-108 | ABBEVILLE | \$ 113.55 |
| GPS-269 | 1 | Pickup Truck GPS | | | 371-2836 | | | | PKT-109 | ABBEVILLE | \$ 113.55 |
| GPS-270 | 1 | Pickup Truck GPS | | | 371-2757 | | | | PKT-110 | ABBEVILLE | \$ 113.55 |
| GPS-271 | 1 | Pickup Truck GPS | | | 371-2582 | | | | PKT-111 | ABBEVILLE | \$ 268.54 |
| GPS-272 | 1 | Pickup Truck GPS | | | 371-6397 | | | | PKT-112 | PENNSYLVANIA | \$ 268.54 |
| GPS-273 | 1 | Pickup Truck GPS | | | 412-9890 | | | | PKT-113 | PENNSYLVANIA | \$ 881.77 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| GPS-174 | 1 | Pickup Truck GPS | | | 446-3111 | | | | | PENNSYLVANIA | \$ 881.78 |
| GPS-175 | 1 | Pickup Truck GPS | | | 446-3485 | | | | | ABBEVILLE | \$ 881.78 |
| GPS-176 | 1 | Pickup Truck GPS | | | 446-3531 | | | | | ABBEVILLE | \$ 881.78 |
| GPS-177 | 1 | Pickup Truck GPS | | | 412-9183 | | | | | CARENCRO | \$ 881.78 |
| GPS-178 | 1 | Pickup Truck GPS | | | 371-2579 | | | | | ABBEVILLE | \$ 268.54 |
| GPS-179 | 1 | Pickup Truck GPS | | | 356-8937 | | | | | PENNSYLVANIA | \$ 892.77 |
| GPS-180 | 1 | Pickup Truck GPS | | | 322-1474 | | | | | ABBEVILLE | \$ 892.77 |
| GPS-181 | 1 | Pickup Truck GPS | | | 849-6790 | | | | | PENNSYLVANIA | \$ 274.49 |
| GPS-182 | 1 | Pickup Truck GPS | | | 849-5485 | | | | | PENNSYLVANIA | \$ 274.49 |
| GPS-183 | 1 | Pump Trailer GPS | | | 446-6428 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-184 | 1 | Pump Trailer GPS | | | 446-5874 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-185 | 1 | Pump Trailer GPS | | | 501-6924 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-186 | 1 | Pump Trailer GPS | | | 356-8966 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-187 | 1 | Pump Trailer GPS | | | 385-7404 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-188 | 1 | Pump Trailer GPS | | | 371-5007 | | | | | ABBEVILLE | \$ 161.28 |
| GPS-189 | 1 | Pump Trailer GPS | | | 371-1687 | | | | | TI ABBEVILLE | \$ 166.29 |
| GPS-190 | 1 | Pump Trailer GPS | | | 371-9633 | | | | | TI ABBEVILLE | \$ 166.29 |
| GPS-191 | 1 | Pump Trailer GPS | | | 704-8574 | | | | | ABBEVILLE | \$ 171.04 |
| GPS-192 | 1 | Pump Trailer GPS | | | 356-5623 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-193 | 1 | Pump Trailer GPS | | | 356-8913 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-194 | 1 | Pump Trailer GPS | | | 356-7144 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-195 | 1 | Pump Trailer GPS | | | 356-7377 | | | | | TI ABBEVILLE | \$ 166.29 |
| GPS-196 | 1 | Pump Trailer GPS | | | 356-4703 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-197 | 1 | Pump Trailer GPS | | | 356-2483 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-198 | 1 | Pump Trailer GPS/Add on Equip | | | 371-9612 | | | | | ABBEVILLE | \$ 289.94 |
| GPS-199 | 1 | Pump Trailer GPS | | | 371-1922 | | | | | ABBEVILLE | \$ 171.04 |
| GPS-200 | 1 | Pump Trailer GPS/Add on Equip | | | 371-2536 | | | | | ABBEVILLE | \$ 293.48 |
| GPS-201 | 1 | Pump Trailer GPS | | | 446-5514 | | | | | ABBEVILLE | \$ 171.04 |
| GPS-202 | 1 | Pump Trailer GPS/Add on Equip | | | 356-6247 | | | | | ABBEVILLE | \$ 289.94 |
| GPS-203 | 1 | Pump Trailer GPS | | | 356-6798 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-204 | 1 | Pump Trailer GPS | | | 356-6877 | | | | | PENNSYLVANIA | \$ 166.29 |
| GPS-205 | 1 | Pump Trailer GPS | | | 371-1120 | | | | | TI ABBEVILLE | \$ 166.29 |
| GPS-206 | 1 | Pump Trailer GPS | | | 446-7184 | | | | | ABBEVILLE | \$ 165.95 |
| GPS-207 | 1 | Pump Trailer GPS | | | 412-8695 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-208 | 1 | Pump Trailer GPS | | | 356-8163 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-209 | 1 | Pump Trailer GPS | | | 356-2802 | | | | | TI PENNSYLVANIA | \$ 166.29 |
| GPS-210 | 1 | Pump Trailer GPS/Add on Equip | | | 446-7239 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-211 | 1 | Pump Trailer GPS/Add on Equip | | | 446-5440 | | | | | ABBEVILLE | \$ 289.63 |
| GPS-212 | 1 | Stainless Steel Trailer GPS | | | 446-5440 | | | | | CARENCRO | \$ 167.90 |
| GPS-213 | 1 | Trailer Mounted Centrifugal Pump 1000 GPS | | | 356-7338 | | | | | ABBEVILLE | \$ 166.29 |
| GPS-214 | 1 | Truck Day Cab GPS | | | 412-8695 | | | | | ABBEVILLE | \$ 881.76 |
| GPS-215 | 1 | Truck Day Cab GPS | | | 344-5137 | | | | | ABBEVILLE | \$ 863.47 |
| GPS-216 | 1 | Truck Day Cab GPS | | | 344-5952 | | | | | ABBEVILLE | \$ 892.94 |
| GPS-217 | 1 | Truck Day Cab GPS | | | 446-3857 | | | | | ABBEVILLE | \$ 881.76 |
| GPS-218 | 1 | Truck Day Cab GPS | | | 371-7142 | | | | | PENNSYLVANIA | \$ 892.79 |
| GPS-219 | 1 | Truck Day Cab GPS | | | 446-3500 | | | | | ABBEVILLE | \$ 881.76 |
| GPS-220 | 1 | Truck Day Cab GPS | | | 298-6304 | | | | | ABBEVILLE | \$ 892.94 |
| GPS-221 | 1 | Turbine Double Frac Pump - GPS Navigation System | | | 704-8604 | | | | | ABBEVILLE | \$ 187.12 |
| GPS-222 | 1 | Turbine Double Frac Pump - GPS Navigation System | | | 354-7686 | | | | | ABBEVILLE | \$ 187.12 |
| GPS-223 | 1 | Turbine Double Frac Pump - GPS Navigation System | | | 446-5667 | | | | | ABBEVILLE | \$ 187.12 |
| GPS-224 | 1 | Turbine Double Frac Pump - GPS Navigation System | | | 446-5165 | | | | | ABBEVILLE | \$ 187.12 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset ID# | Suffix | Description | Mach. Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|-----------|--------|--|----------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-326 | 1 | Turbine Double Pump Unit - GPS Navigation System | | | 704-0482 | | | | TOP-10 | ABBVILLE | \$ 187.12 |
| GPS-327 | 1 | Turbine Frac Pump GPS | | | 446-7235 | | | | TFP-001 | ABBVILLE | \$ 3,347.03 |
| GPS-328 | 1 | Turbine Frac Pump GPS | | | 446-7234 | | | | TFP-002 | PENNSYLVANIA | \$ 165.95 |
| GPS-329 | 1 | Turbine Frac Pump GPS | | | 446-7233 | | | | TFP-003 | PENNSYLVANIA | \$ 185.95 |
| GPS-330 | 1 | Turbine Frac Pump GPS | | | 446-7232 | | | | TFP-004 | ABBVILLE | \$ 165.95 |
| GPS-331 | 1 | Turbine Frac Pump GPS | | | 446-7231 | | | | TFP-005 | ABBVILLE | \$ 165.95 |
| GPS-332 | 1 | Turbine Frac Pump GPS | | | 446-7230 | | | | TFP-006 | ABBVILLE | \$ 185.94 |
| GPS-333 | 1 | Turbine Frac Pump GPS | | | 446-6985 | | | | TFP-007 | ABBVILLE | \$ 185.94 |
| GPS-334 | 1 | Turbine Frac Pump GPS | | | 446-6905 | | | | TFP-008 | ABBVILLE | \$ 185.94 |
| GPS-335 | 1 | Turbine Frac Pump GPS | | | 446-7175 | | | | TFP-009 | ABBVILLE | \$ 185.94 |
| GPS-336 | 1 | Turbine Frac Pump GPS | | | 446-7174 | | | | TFP-010 | ABBVILLE | \$ 185.94 |
| GPS-337 | 1 | Turbine Frac Pump GPS | | | 446-7239 | | | | TFP-011 | PENNSYLVANIA | \$ 165.95 |
| GPS-338 | 1 | Turbine Frac Pump GPS | | | 446-7228 | | | | TFP-012 | PENNSYLVANIA | \$ 165.95 |
| GPS-339 | 1 | Turbine Frac Pump GPS | | | 446-7227 | | | | TFP-013 | PENNSYLVANIA | \$ 165.95 |
| GPS-340 | 1 | Turbine Frac Pump GPS | | | 446-7226 | | | | TFP-014 | ABBVILLE | \$ 165.95 |
| GPS-341 | 1 | Turbine Frac Pump GPS | | | 446-7235 | | | | TFP-015 | PENNSYLVANIA | \$ 165.95 |
| GPS-342 | 1 | Turbine Frac Pump GPS | | | 446-7224 | | | | TFP-016 | PENNSYLVANIA | \$ 165.95 |
| GPS-343 | 1 | Turbine Frac Pump GPS | | | 446-7223 | | | | TFP-017 | | \$ 165.95 |
| GPS-344 | 1 | Turbine Frac Pump GPS | | | 446-7222 | | | | TFP-018 | ABBVILLE | \$ 165.95 |
| GPS-345 | 1 | Turbine Frac Pump GPS | | | 446-7221 | | | | TFP-019 | ABBVILLE | \$ 165.95 |
| GPS-346 | 1 | Turbine Frac Pump GPS | | | 446-7220 | | | | TFP-020 | ABBVILLE | \$ 165.95 |
| GPS-347 | 1 | Turbine Frac Pump GPS | | | 446-7219 | | | | TFP-021 | ABBVILLE | \$ 165.95 |
| GPS-348 | 1 | Turbine Frac Pump GPS | | | 446-7218 | | | | TFP-022 | ABBVILLE | \$ 165.95 |
| GPS-349 | 1 | Turbine Frac Pump GPS | | | 446-7217 | | | | TFP-023 | ABBVILLE | \$ 165.95 |
| GPS-350 | 1 | Turbine Frac Pump GPS | | | 446-7216 | | | | TFP-024 | ABBVILLE | \$ 165.95 |
| GPS-351 | 1 | Turbine Frac Pump GPS | | | 446-7215 | | | | TFP-025 | ABBVILLE | \$ 165.95 |
| GPS-352 | 1 | Turbine Frac Pump GPS | | | 446-7214 | | | | TFP-026 | ABBVILLE | \$ 165.95 |
| GPS-353 | 1 | Turbine Frac Pump GPS | | | 446-7213 | | | | TFP-027 | ABBVILLE | \$ 165.95 |
| GPS-354 | 1 | Turbine Frac Pump GPS | | | 446-7212 | | | | TFP-028 | ABBVILLE | \$ 165.95 |
| GPS-355 | 1 | Turbine Frac Pump GPS | | | 446-7211 | | | | TFP-029 | ABBVILLE | \$ 165.95 |
| GPS-356 | 1 | Turbine Frac Pump GPS | | | 446-7210 | | | | TFP-030 | ABBVILLE | \$ 165.95 |
| GPS-357 | 1 | Turbine Frac Pump GPS | | | 446-6668 | | | | TFP-031 | ABBVILLE | \$ 165.95 |
| GPS-358 | 1 | Turbine Frac Pump GPS | | | 446-6780 | | | | TFP-032 | ABBVILLE | \$ 165.95 |
| GPS-359 | 1 | Turbine Frac Pump GPS | | | 446-6714 | | | | TFP-033 | ABBVILLE | \$ 165.95 |
| GPS-360 | 1 | Turbine Frac Pump GPS | | | 446-7209 | | | | TFP-034 | ABBVILLE | \$ 165.95 |
| GPS-361 | 1 | Turbine Frac Pump GPS | | | 446-7208 | | | | TFP-035 | ABBVILLE | \$ 165.95 |
| GPS-362 | 1 | Turbine Frac Pump GPS | | | 446-7207 | | | | TFP-036 | ABBVILLE | \$ 215.95 |
| GPS-363 | 1 | Turbine Frac Pump GPS | | | 446-7206 | | | | TFP-037 | PENNSYLVANIA | \$ 165.95 |
| GPS-364 | 1 | Turbine Frac Pump GPS | | | 446-7205 | | | | TFP-038 | PENNSYLVANIA | \$ 165.95 |
| GPS-365 | 1 | Turbine Frac Pump GPS | | | 446-7204 | | | | TFP-039 | PENNSYLVANIA | \$ 165.95 |
| GPS-366 | 1 | Turbine Frac Pump GPS | | | 446-7203 | | | | TFP-040 | PENNSYLVANIA | \$ 165.95 |
| GPS-367 | 1 | Turbine Frac Pump GPS | | | 446-7202 | | | | TFP-041 | PENNSYLVANIA | \$ 165.95 |
| GPS-368 | 1 | Turbine Frac Pump GPS | | | 446-7201 | | | | TFP-042 | ABBVILLE | \$ 185.94 |
| GPS-369 | 1 | Turbine Frac Pump GPS | | | 446-7200 | | | | TFP-043 | PENNSYLVANIA | \$ 165.95 |
| GPS-370 | 1 | Turbine Frac Pump GPS | | | 446-6824 | | | | TFP-044 | TPT | \$ 165.95 |
| GPS-371 | 1 | Turbine Frac Pump GPS | | | 446-6854 | | | | TFP-045 | ABBVILLE | \$ 165.95 |
| GPS-372 | 1 | Turbine Frac Pump GPS | | | 446-7255 | | | | TFP-046 | ABBVILLE | \$ 165.95 |
| GPS-373 | 1 | Turbine Frac Pump GPS | | | 446-7254 | | | | TFP-047 | ABBVILLE | \$ 185.94 |
| GPS-374 | 1 | Turbine Frac Pump GPS | | | 446-7253 | | | | TFP-048 | ABBVILLE | \$ 185.94 |
| GPS-375 | 1 | Turbine Frac Pump GPS | | | 446-7252 | | | | TFP-049 | TPT | \$ 165.95 |
| GPS-376 | 1 | Turbine Frac Pump GPS | | | 446-7251 | | | | TFP-050 | PENNSYLVANIA | \$ 165.95 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset ID# | Asset ID# / Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | VR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|-----------|--------------------|---|---------------|--------------|------------------|----|------|-------|-------------------|-----------------------|-------------|
| GPS-377 | 1 | Turbine Frac Pump GPS | | | 446-7150 | | | | TFP-051 | PENNSYLVANIA | \$ 165.95 |
| GPS-378 | 1 | Turbine Frac Pump GPS | | | 446-8921 | | | | TFP-052 | ABBEVILLE | \$ 165.95 |
| GPS-379 | 1 | Turbine Frac Pump GPS | | | 446-7189 | | | | TFP-053 | ABBEVILLE | \$ 165.95 |
| GPS-380 | 1 | Turbine Frac Pump GPS | | | 446-7198 | | | | TFP-054 | | \$ 165.95 |
| GPS-381 | 1 | Turbine Frac Pump GPS | | | 446-7197 | | | | TFP-055 | | \$ 165.95 |
| GPS-382 | 1 | Turbine Frac Pump GPS | | | 446-7196 | | | | TFP-056 | | \$ 165.95 |
| GPS-383 | 1 | Turbine Frac Pump GPS | | | 446-7195 | | | | TFP-057 | ABBEVILLE | \$ 165.95 |
| GPS-384 | 1 | Turbine Frac Pump GPS | | | 446-7194 | | | | TFP-058 | PENNSYLVANIA | \$ 165.95 |
| GPS-385 | 1 | Turbine Frac Pump GPS | | | 446-7247 | | | | TFP-059 | PENNSYLVANIA | \$ 165.95 |
| GPS-386 | 1 | Turbine Frac Pump GPS | | | 446-7249 | | | | TFP-060 | PENNSYLVANIA | \$ 165.95 |
| GPS-387 | 1 | Turbine Frac Pump GPS | | | 446-7193 | | | | TFP-061 | ABBEVILLE | \$ 165.94 |
| GPS-388 | 1 | Turbine Frac Pump GPS | | | 446-7191 | | | | TFP-062 | PENNSYLVANIA | \$ 165.95 |
| GPS-389 | 1 | Turbine Frac Pump GPS | | | 446-7248 | | | | TFP-063 | PENNSYLVANIA | \$ 165.95 |
| GPS-390 | 1 | Turbine Frac Pump GPS | | | 446-7192 | | | | TFP-064 | PENNSYLVANIA | \$ 165.95 |
| GPS-391 | 1 | Turbine Nitrogen Pump GPS | | | 446-5485 | | | | TNP-04 | DUHON | \$ 167.68 |
| GPS-392 | 1 | Turbine Nitrogen Pump GPS | | | 446-1923 | | | | TNP-05 | DUHON | \$ 167.65 |
| GPS-393 | 1 | Turbine Nitrogen Pump GPS | | | 412-9084 | | | | TNP-06 | DUHON | \$ 167.65 |
| GPS-394 | 1 | Turbine Pump Unit - GPS Navigation System | | | 446-3688 | | | | TP-01 | ABBEVILLE | \$ 187.12 |
| GPS-395 | 1 | Tractor GPS | | | 322-4827 | | | | TR-003 | DUHON | \$ 863.47 |
| GPS-396 | 1 | Tractor GPS | | | 322-0900 | | | | TR-004 | CARENCRO | \$ 863.47 |
| GPS-397 | 1 | Tractor GPS | | | 371-0889 | | | | TR-007 | CARENCRO | \$ 863.47 |
| GPS-398 | 1 | Tractor GPS | | | 354-7634 | | | | TR-014 | DUHON | \$ 863.47 |
| GPS-399 | 1 | Tractor - GPS Navigation System | | | 446-1583 | | | | TR-015 | ABBEVILLE | \$ 1,023.28 |
| GPS-400 | 1 | Tractor GPS | | | 322-3689 | | | | TR-016 | CARENCRO | \$ 867.09 |
| GPS-401 | 1 | Tractor GPS | | | 344-6095 | | | | TR-053 | DUHON | \$ 863.54 |
| GPS-402 | 1 | Tractor GPS | | | 412-9308 | | | | TR-055 | DUHON | \$ 863.47 |
| GPS-403 | 1 | Tractor GPS | | | 412-8930 | | | | TR-057 | DUHON | \$ 863.47 |
| GPS-404 | 1 | Tractor GPS | | | 356-5462 | | | | TR-059 | CARENCRO | \$ 392.48 |
| GPS-405 | 1 | Tractor - GPS Navigation System | | | 322-5421 | | | | TR-062 | CARENCRO | \$ 1,002.10 |
| GPS-407 | 1 | Tractor - GPS Navigation System | | | 356-3857 | | | | TR-064 | CARENCRO | \$ 1,002.28 |
| GPS-408 | 1 | Tractor - GPS Navigation System | | | 412-9269 | | | | TR-065 | CARENCRO | \$ 1,002.10 |
| GPS-409 | 1 | Tractor - GPS Navigation System | | | 371-9114 | | | | TR-066 | CARENCRO | \$ 1,002.10 |
| GPS-410 | 1 | Tractor - GPS Navigation System | | | 309-5490 | | | | TR-067 | CARENCRO | \$ 1,002.10 |
| GPS-411 | 1 | Tractor - GPS Navigation System | | | 354-5211 | | | | TR-068 | CARENCRO | \$ 1,002.81 |
| GPS-412 | 1 | Tractor - GPS Navigation System | | | 446-5356 | | | | TR-069 | CARENCRO | \$ 1,022.07 |
| GPS-413 | 1 | Tractor - GPS Navigation System | | | 446-1804 | | | | TR-072 | VENDOR - CRASH RESCUE | \$ 1,023.28 |
| GPS-414 | 1 | Tractor - GPS Navigation System | | | 446-5357 | | | | TR-073 | DUHON | \$ 1,022.07 |
| GPS-415 | 1 | Tractor - GPS Navigation System | | | 258-9817 | | | | TR-074 | DUHON | \$ 890.38 |
| GPS-416 | 1 | Tractor - GPS Navigation System | | | 412-1456 | | | | TR-075 | CARENCRO | \$ 1,002.45 |
| GPS-417 | 1 | Tractor GPS | | | 446-6483 | | | | TR-079 | CARENCRO | \$ 863.47 |
| GPS-418 | 1 | Tractor - GPS Navigation System | | | 322-7872 | | | | TR-080 | ABBEVILLE | \$ 1,071.99 |
| GPS-419 | 1 | Tractor GPS | | | 278-8874 | | | | TR-081 | CARENCRO | \$ 863.47 |
| GPS-420 | 1 | Tractor - GPS Navigation System | | | 412-9279 | | | | TR-083 | ABBEVILLE | \$ 1,071.99 |
| GPS-421 | 1 | Tractor GPS | | | 371-2907 | | | | TR-083 | CARENCRO | \$ 863.47 |
| GPS-422 | 1 | Tractor GPS | | | 344-0752 | | | | TR-088 | CARENCRO | \$ 863.47 |
| GPS-423 | 1 | Tractor GPS | | | 308-8848 | | | | TR-087 | CARENCRO | \$ 863.47 |
| GPS-424 | 1 | Tractor GPS | | | 298-5089 | | | | TR-088 | CARENCRO | \$ 863.47 |
| GPS-425 | 1 | Tractor - GPS Navigation System | | | 371-9513 | | | | TR-089 | PENNSYLVANIA | \$ 1,013.25 |
| GPS-426 | 1 | Tractor - GPS Navigation System | | | 446-5343 | | | | TR-082 | ABBEVILLE | \$ 1,021.09 |
| GPS-427 | 1 | Tractor - GPS Navigation System | | | 446-3006 | | | | TR-093 | PENNSYLVANIA | \$ 1,033.15 |
| GPS-428 | 1 | Tractor - GPS Navigation System | | | 412-7486 | | | | TR-094 | ABBEVILLE | \$ 1,033.15 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Skills | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---------------------------------|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-429 | 1 | Tractor - GPS Navigation System | | | 446-5344 | | | | TR-095 | ABBEVILLE | \$ 1,022.09 |
| GPS-430 | 1 | Tractor - GPS Navigation System | | | 849-1843 | | | | TR-096 | ABBEVILLE | \$ 1,094.32 |
| GPS-431 | 1 | Tractor GPS | | | 371-1295 | | | | TR-097 | ABBEVILLE | \$ 883.08 |
| GPS-432 | 1 | Tractor - GPS Navigation System | | | 706-2289 | | | | TR-098 | ABBEVILLE | \$ 1,056.12 |
| GPS-433 | 1 | Tractor GPS | | | 254-6313 | | | | TR-099 | ABBEVILLE | \$ 865.12 |
| GPS-434 | 1 | Tractor - GPS Navigation System | | | 446-1387 | | | | TR-100 | ABBEVILLE | \$ 1,023.25 |
| GPS-435 | 1 | Tractor - GPS Navigation System | | | 446-1792 | | | | TR-102 | PENNSYLVANIA | \$ 1,023.25 |
| GPS-436 | 1 | Tractor GPS | | | 412-5134 | | | | TR-103 | ABBEVILLE | \$ 892.94 |
| GPS-437 | 1 | Tractor - GPS Navigation System | | | 412-1846 | | | | TR-104 | PENNSYLVANIA | \$ 1,023.25 |
| GPS-438 | 1 | Tractor GPS | | | 309-8695 | | | | TR-105 | ABBEVILLE | \$ 2,186.16 |
| GPS-439 | 1 | Tractor - GPS Navigation System | | | 412-3713 | | | | TR-106 | ABBEVILLE | \$ 1,023.25 |
| GPS-440 | 1 | Tractor GPS | | | 322-2268 | | | | TR-109 | CARENCRO | \$ 860.75 |
| GPS-441 | 1 | Tractor GPS | | | 349-9651 | | | | TR-110 | CARENCRO | \$ 863.47 |
| GPS-442 | 1 | Tractor GPS | | | 446-5870 | | | | TR-111 | CARENCRO | \$ 863.78 |
| GPS-443 | 1 | Tractor GPS | | | 446-3755 | | | | TR-112 | ABBEVILLE | \$ 881.77 |
| GPS-444 | 1 | Tractor GPS | | | 412-7088 | | | | TR-113 | ABBEVILLE | \$ 881.77 |
| GPS-445 | 1 | Tractor GPS | | | 356-2147 | | | | TR-114 | ABBEVILLE | \$ 892.78 |
| GPS-446 | 1 | Tractor GPS | | | 446-1959 | | | | TR-115 | ABBEVILLE | \$ 881.77 |
| GPS-447 | 1 | Tractor - GPS Navigation System | | | 849-4647 | | | | TR-116 | ABBEVILLE | \$ 1,036.13 |
| GPS-448 | 1 | Tractor GPS | | | 412-8941 | | | | TR-117 | ABBEVILLE | \$ 426.78 |
| GPS-449 | 1 | Tractor GPS | | | 446-3111 | | | | TR-118 | ABBEVILLE | \$ 881.77 |
| GPS-450 | 1 | Tractor - GPS Navigation System | | | 446-1262 | | | | TR-119 | PENNSYLVANIA | \$ 1,022.26 |
| GPS-452 | 1 | Tractor GPS | | | 412-4726 | | | | TR-122 | ABBEVILLE | \$ 881.77 |
| GPS-453 | 1 | Tractor - GPS Navigation System | | | 446-3518 | | | | TR-123 | ABBEVILLE | \$ 1,023.26 |
| GPS-454 | 1 | Tractor - GPS Navigation System | | | 446-3843 | | | | TR-126 | ABBEVILLE | \$ 1,023.26 |
| GPS-455 | 1 | Tractor GPS | | | 446-3070 | | | | TR-128 | PENNSYLVANIA | \$ 881.76 |
| GPS-456 | 1 | Tractor GPS | | | 412-2537 | | | | TR-129 | ABBEVILLE | \$ 881.76 |
| GPS-457 | 1 | Tractor GPS | | | 412-4832 | | | | TR-130 | ABBEVILLE | \$ 892.77 |
| GPS-458 | 1 | Tractor GPS | | | 704-8616 | | | | TR-131 | ABBEVILLE | \$ 892.77 |
| GPS-459 | 1 | Tractor GPS | | | 412-1752 | | | | TR-132 | ABBEVILLE | \$ 881.76 |
| GPS-460 | 1 | Tractor GPS | | | 349-2508 | | | | TR-134 | CARENCRO | \$ 863.47 |
| GPS-461 | 1 | Tractor GPS | | | 322-1512 | | | | TR-135 | CARENCRO | \$ 885.47 |
| GPS-462 | 1 | Tractor GPS | | | 949-4656 | | | | TR-136 | CARENCRO | \$ 865.79 |
| GPS-463 | 1 | Tractor GPS | | | 706-2816 | | | | TR-137 | PENNSYLVANIA | \$ 892.78 |
| GPS-464 | 1 | Tractor GPS | | | 412-3000 | | | | TR-138 | PENNSYLVANIA | \$ 881.77 |
| GPS-465 | 1 | Tractor GPS | | | 654-3334 | | | | TR-139 | PENNSYLVANIA | \$ 892.78 |
| GPS-466 | 1 | Tractor GPS | | | 309-2375 | | | | TR-140 | PENNSYLVANIA | \$ 892.78 |
| GPS-467 | 1 | Tractor GPS | | | 446-5024 | | | | TR-141 | ABBEVILLE | \$ 881.77 |
| GPS-468 | 1 | Tractor GPS | | | 446-1831 | | | | TR-142 | ABBEVILLE | \$ 881.77 |
| GPS-469 | 1 | Tractor GPS | | | 412-7198 | | | | TR-143 | ABBEVILLE | \$ 881.77 |
| GPS-470 | 1 | Tractor GPS | | | 354-6795 | | | | TR-144 | PENNSYLVANIA | \$ 894.04 |
| GPS-471 | 1 | Tractor GPS | | | 446-3057 | | | | TR-145 | ABBEVILLE | \$ 881.77 |
| GPS-472 | 1 | Tractor GPS | | | 446-3224 | | | | TR-146 | ABBEVILLE | \$ 881.77 |
| GPS-473 | 1 | Tractor GPS | | | 412-5937 | | | | TR-147 | ABBEVILLE | \$ 881.78 |
| GPS-474 | 1 | Tractor GPS | | | 412-0953 | | | | TR-148 | PENNSYLVANIA | \$ 881.78 |
| GPS-475 | 1 | Tractor GPS | | | 412-8159 | | | | TR-149 | DUHON | \$ 854.36 |
| GPS-476 | 1 | Tractor GPS | | | 344-3467 | | | | TR-150 | ABBEVILLE | \$ 865.47 |
| GPS-477 | 1 | Tractor GPS | | | 412-3766 | | | | TR-151 | DUHON | \$ 863.47 |
| GPS-479 | 1 | Tractor GPS | | | 344-2762 | | | | TR-153 | CARENCRO | \$ 864.87 |
| GPS-480 | 1 | Tractor GPS | | | 371-6783 | | | | TR-154 | CARENCRO | \$ 863.47 |
| GPS-481 | 1 | Tractor GPS | | | 315-2564 | | | | TR-155 | CARENCRO | \$ 863.47 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Surfill | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|---------|---------------------------|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-------------|
| GPS-482 | 1 | T tractor GPS | | | 446-3108 | | | | TR-156 | ABBEVILLE | \$ 881.78 |
| GPS-483 | 1 | T tractor GPS | | | 446-1894 | | | | TR-157 | PENNSYLVANIA | \$ 881.78 |
| GPS-484 | 1 | T tractor GPS | | | 356-9666 | | | | TR-158 | PENNSYLVANIA | \$ 891.95 |
| GPS-485 | 1 | T tractor GPS | | | 446-1256 | | | | TR-159 | ABBEVILLE | \$ 881.78 |
| GPS-486 | 1 | T tractor GPS | | | 848-1552 | | | | TR-160 | ABBEVILLE | \$ 892.78 |
| GPS-487 | 1 | T tractor GPS | | | 412-3167 | | | | TR-161 | ABBEVILLE | \$ 881.78 |
| GPS-488 | 1 | T tractor GPS | | | 412-3934 | | | | TR-162 | ABBEVILLE | \$ 881.78 |
| GPS-489 | 1 | T tractor GPS | | | 848-1885 | | | | TR-163 | ABBEVILLE | \$ 893.55 |
| GPS-490 | 1 | T tractor GPS | | | 446-1943 | | | | TR-164 | ABBEVILLE | \$ 881.78 |
| GPS-491 | 1 | T tractor GPS | | | 412-0831 | | | | TR-165 | PENNSYLVANIA | \$ 881.78 |
| GPS-492 | 1 | T tractor GPS | | | 306-5825 | | | | TR-166 | ABBEVILLE | \$ 892.79 |
| GPS-493 | 1 | T tractor GPS | | | 446-9452 | | | | TR-167 | ABBEVILLE | \$ 881.78 |
| GPS-494 | 1 | T tractor GPS | | | 453-8802 | | | | TR-250 | PENNSYLVANIA | \$ 892.79 |
| GPS-495 | 1 | T tractor GPS | | | 848-5841 | | | | LT-05 | ABBEVILLE | \$ 892.79 |
| GPS-496 | 1 | T tractor GPS | | | 848-4372 | | | | LT-06 | ABBEVILLE | \$ 892.79 |
| GPS-498 | 1 | T tractor GPS | | | 315-6056 | | | | TR-172 | CARENCRO | \$ 863.47 |
| GPS-499 | 1 | T tractor GPS | | | 371-8405 | | | | TR-173 | CARENCRO | \$ 863.47 |
| GPS-500 | 1 | T tractor GPS | | | 446-5058 | | | | TR-174 | CARENCRO | \$ 863.47 |
| GPS-501 | 1 | T tractor GPS | | | 412-3497 | | | | TR-175 | CARENCRO | \$ 863.47 |
| GPS-502 | 1 | Coiled Tubing Tractor GPS | | | 371-9305 | | | | TR-176/CTU | DUHON | \$ 1,442.81 |
| GPS-503 | 1 | T tractor GPS | | | 446-7290 | | | | TR-177 | DUHON | \$ 881.77 |
| GPS-504 | 1 | T tractor GPS | | | 446-5348 | | | | TR-183 | ABBEVILLE | \$ 880.71 |
| GPS-505 | 1 | T tractor GPS | | | 446-5349 | | | | TR-251 / DP-4 | VENDOR - CIA | \$ 880.71 |
| GPS-506 | 1 | T tractor GPS | | | 446-5350 | | | | TR-185 | ABBEVILLE | \$ 880.71 |
| GPS-507 | 1 | T tractor GPS | | | 298-4382 | | | | TR-186 | PENNSYLVANIA | \$ 892.77 |
| GPS-508 | 1 | T tractor GPS | | | 412-0891 | | | | TR-187 | ABBEVILLE | \$ 881.76 |
| GPS-509 | 1 | T tractor GPS | | | 446-1886 | | | | TR-188 | CARENCRO | \$ 881.76 |
| GPS-510 | 1 | T tractor GPS | | | 412-3406 | | | | TR-189 | ABBEVILLE | \$ 881.76 |
| GPS-511 | 1 | T tractor GPS | | | 412-9496 | | | | TR-190 | ABBEVILLE | \$ 881.76 |
| GPS-512 | 1 | T tractor GPS | | | 446-3179 | | | | TR-191 | ABBEVILLE | \$ 881.76 |
| GPS-513 | 1 | T tractor GPS | | | 412-2168 | | | | TR-192 | ABBEVILLE | \$ 892.79 |
| GPS-514 | 1 | T tractor GPS | | | 446-3799 | | | | TR-199 | PENNSYLVANIA | \$ 881.76 |
| GPS-515 | 1 | T tractor GPS | | | 412-7296 | | | | TR-194 | ABBEVILLE | \$ 881.77 |
| GPS-516 | 1 | T tractor GPS | | | 446-3325 | | | | TR-195 | ABBEVILLE | \$ 881.77 |
| GPS-517 | 1 | T tractor GPS | | | 412-2808 | | | | TR-196 | ABBEVILLE | \$ 881.77 |
| GPS-518 | 1 | T tractor GPS | | | 412-9110 | | | | TR-197 | PENNSYLVANIA | \$ 881.77 |
| GPS-519 | 1 | T tractor GPS | | | 349-5807 | | | | TR-198 / DP-4 | DUHON | \$ 863.47 |
| GPS-520 | 1 | T tractor GPS | | | 303-5867 | | | | TR-199 | DUHON | \$ 867.44 |
| GPS-521 | 1 | T tractor GPS | | | 356-8998 | | | | TR-200 | DUHON | \$ 863.47 |
| GPS-522 | 1 | T tractor GPS | | | 315-2847 | | | | TR-201 | DUHON | \$ 863.47 |
| GPS-523 | 1 | T tractor GPS | | | 349-0318 | | | | TR-202 | DUHON | \$ 863.47 |
| GPS-524 | 1 | T tractor GPS | | | 349-4685 | | | | TR-203 | DUHON | \$ 863.47 |
| GPS-525 | 1 | T tractor GPS | | | 371-7102 | | | | TR-204 | CARENCRO | \$ 865.64 |
| GPS-526 | 1 | T tractor GPS | | | 446-7931 | | | | TR-205 | ABBEVILLE | \$ 865.47 |
| GPS-527 | 1 | T tractor GPS | | | 446-3824 | | | | TR-206 | ABBEVILLE | \$ 880.74 |
| GPS-528 | 1 | T tractor GPS | | | 706-6844 | | | | TR-207 | ABBEVILLE | \$ 881.77 |
| GPS-529 | 1 | T tractor GPS | | | 412-7295 | | | | TR-208 | ABBEVILLE | \$ 1,000.63 |
| GPS-530 | 1 | T tractor GPS | | | 446-3737 | | | | TR-209 | PENNSYLVANIA | \$ 987.89 |
| GPS-531 | 1 | T tractor GPS | | | 446-3735 | | | | TR-210 | ABBEVILLE | \$ 1,000.28 |
| GPS-532 | 1 | T tractor GPS | | | 706-6894 | | | | TR-211 | CARENCRO | \$ 996.64 |
| GPS-533 | 1 | T tractor GPS | | | 412-9887 | | | | TR-212 | PENNSYLVANIA | \$ 987.89 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit ID# Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Year | Make | Model | Assigned To Asset | Physical Location | Value |
|----------------|-----------------------|---|---------------|--------------|------------------|------|------|-------|---------------------|-------------------|-------------|
| GPS-534 | 1 | Tractor GPS | | | 412-1782 | | | | TR-213 | ABBEVILLE | \$ 987.89 |
| GPS-535 | 1 | Tractor GPS | | | 412-5142 | | | | TR-214 | ABBEVILLE | \$ 881.77 |
| GPS-536 | 1 | Tractor GPS | | | 315-2699 | | | | TR-215 | ABBEVILLE | \$ 892.77 |
| GPS-537 | 1 | Tractor GPS | | | 315-7985 | | | | TR-216 | PENNSYLVANIA | \$ 1,000.28 |
| GPS-538 | 1 | Tractor GPS | | | 412-8937 | | | | TR-217 | ABBEVILLE | \$ 881.77 |
| GPS-540 | 1 | Tractor GPS | | | 706-2121 | | | | TR-219 | PENNSYLVANIA | \$ 1,000.28 |
| GPS-541 | 1 | Tractor GPS | | | 849-7835 | | | | TR-220 | ABBEVILLE | \$ 1,000.28 |
| GPS-542 | 1 | Tractor GPS | | | 501-2467 | | | | TR-221 | ABBEVILLE | \$ 1,000.28 |
| GPS-543 | 1 | Tractor GPS | | | 446-1188 | | | | TR-222 | ABBEVILLE | \$ 881.77 |
| GPS-544 | 1 | Tractor GPS | | | 446-1521 | | | | TR-223 | PENNSYLVANIA | \$ 881.77 |
| GPS-545 | 1 | Tractor GPS | | | 446-3597 | | | | TR-224 | ABBEVILLE | \$ 1,000.29 |
| GPS-546 | 1 | Tractor GPS | | | 288-9412 | | | | TR-225 | ABBEVILLE | \$ 892.78 |
| GPS-548 | 1 | Tractor GPS | | | 446-7158 | | | | TR-227 | CARENCRO | \$ 890.71 |
| GPS-549 | 1 | Tractor GPS | | | 446-7288 | | | | TR-228 | ABBEVILLE | \$ 986.92 |
| GPS-550 | 1 | Tractor GPS | | | 412-0193 | | | | TR-229 | ABBEVILLE | \$ 1,000.28 |
| GPS-551 | 1 | Tractor GPS | | | 849-2112 | | | | TR-230 | ABBEVILLE | \$ 1,000.29 |
| GPS-552 | 1 | Tractor GPS | | | 704-8744 | | | | TR-231 | ABBEVILLE | \$ 892.79 |
| GPS-553 | 1 | Tractor GPS | | | 446-5346 | | | | TR-232 | ABBEVILLE | \$ 880.71 |
| GPS-554 | 1 | Tractor GPS | | | 412-5719 | | | | TR-234 | PENNSYLVANIA | \$ 881.77 |
| GPS-555 | 1 | Tractor GPS | | | 849-1341 | | | | TR-235 | ABBEVILLE | \$ 892.78 |
| GPS-556 | 1 | Tractor GPS | | | 501-0970 | | | | TR-236 | ABBEVILLE | \$ 892.78 |
| GPS-557 | 1 | Tractor GPS | | | 312-0585 | | | | TR-237 | PENNSYLVANIA | \$ 1,000.29 |
| GPS-558 | 1 | Tractor GPS | | | 315-2377 | | | | TR-238 | ABBEVILLE | \$ 1,000.29 |
| GPS-559 | 1 | Tractor GPS | | | 356-1669 | | | | TR-239 | PENNSYLVANIA | \$ 892.78 |
| GPS-560 | 1 | Tractor GPS | | | 344-2854 | | | | TR-240 | PENNSYLVANIA | \$ 892.79 |
| GPS-561 | 1 | Tractor GPS | | | 446-7284 | | | | TR-241 | ABBEVILLE | \$ 986.75 |
| GPS-562 | 1 | Tractor GPS | | | 356-6385 | | | | TR-242 | PENNSYLVANIA | \$ 892.79 |
| GPS-564 | 1 | Tractor - GPS Navigation System | | | 412-4792 | | | | TR-244 | DUHON | \$ 1,000.10 |
| GPS-565 | 1 | Tractor - GPS Navigation System | | | 312-1407 | | | | TR-245 | DUHON | \$ 1,000.10 |
| GPS-566 | 1 | Tractor - GPS Navigation System | | | 446-7278 | | | | TR-249 / OTU DUHON | | \$ 1,022.09 |
| GPS-567 | 1 | Coiled Tubing Tractor GPS | | | 315-1293 | | | | TRCTU-001 / DUHON | | \$ 863.47 |
| GPS-568 | 1 | Coiled Tubing Tractor GPS | | H | 446-5352 | | | | TRCTU-002 DUHON | | \$ 880.71 |
| GPS-569 | 1 | Coiled Tubing Tractor GPS | | H | 446-7295 | | | | TRCTU-003 DUHON | | \$ 890.72 |
| GPS-570 | 1 | Truck Straight Truck GPS | | | 446-5779 | | | | TST-001 / HT DUHON | | \$ 892.79 |
| GPS-571 | 1 | Truck Straight Truck GPS | | | 446-1828 | | | | TST-002 ABBEVILLE | | \$ 881.78 |
| GPS-572 | 1 | Truck Straight Truck GPS | | | 412-4543 | | | | TST-003 ABBEVILLE | | \$ 892.78 |
| GPS-573 | 1 | Truck Straight Truck GPS | | | 371-8407 | | | | TST-004 ABBEVILLE | | \$ 892.94 |
| GPS-574 | 1 | Truck Straight Truck GPS | | | 371-8407 | | | | TST-005 CARENCRO | | \$ 863.47 |
| GPS-575 | 1 | Truck Straight Truck GPS | | | 371-5719 | | | | TST-006 CARENCRO | | \$ 863.64 |
| GPS-576 | 1 | Truck Straight Truck GPS | | | 371-1779 | | | | TST-007 CARENCRO | | \$ 863.76 |
| GPS-577 | 1 | Sand Conveyor Unloader GPS | | | 412-8486 | | | | UL-001 ABBEVILLE | | \$ 161.28 |
| GPS-578 | 1 | Sand Conveyor Unloader GPS | | | 354-9172 | | | | UL-002 ABBEVILLE | | \$ 164.29 |
| GPS-579 | 1 | Sand Conveyor Unloader GPS | | | 446-5397 | | | | UL-003 ABBEVILLE | | \$ 161.28 |
| GPS-580 | 1 | Sand Conveyor Unloader GPS | | | 446-5127 | | | | UL-004 ABBEVILLE | | \$ 161.42 |
| GPS-581 | 1 | Sand Conveyor Unloader GPS | | | 446-3613 | | | | UL-005 ABBEVILLE | | \$ 161.28 |
| GPS-582 | 1 | Sand Conveyor Unloader GPS | | | 446-5593 | | | | UL-006 PENNSYLVANIA | | \$ 161.28 |
| GPS-583 | 1 | Utility Trailer - GPS Navigation System | | | 446-5325 | | | | UT-001 CARENCRO | | \$ 194.54 |
| GPS-584 | 1 | Utility Trailer GPS | | | 371-9023 | | | | UT-002 CARENCRO | | \$ 162.90 |
| GPS-585 | 1 | Utility Trailer - GPS Navigation System | | | 446-6981 | | | | UT-003 CARENCRO | | \$ 192.61 |
| GPS-586 | 1 | Utility Trailer GPS | | | 446-3998 | | | | UT-004 DUHON | | \$ 167.69 |
| GPS-587 | 1 | Utility Trailer GPS | | | 356-8347 | | | | UT-007 CARENCRO | | \$ 167.69 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----------|
| GPS-588 | 1 | Utility Trailer - GPS Navigation System | | | 344-0591 | | | | UT-008 | | 193.00 |
| GPS-589 | 1 | Utility Trailer GPS | | | 412-7616 | | | | UT-009 | DUHON | 167.65 |
| GPS-590 | 1 | Utility Trailer GPS | | | 445-5189 | | | | UT-010 | CARENCRO | 167.65 |
| GPS-591 | 1 | Utility Trailer GPS | | | 355-5852 | | | | UT-011 | DUHON | 167.65 |
| GPS-592 | 1 | Utility Trailer GPS | | | 412-4037 | | | | UT-012 | CARENCRO | 167.65 |
| GPS-593 | 1 | Utility Trailer - GPS Navigation System | | | 371-9064 | | | | UT-013 | ABBEVILLE | 187.12 |
| GPS-594 | 1 | Utility Trailer - GPS Navigation System | | | 445-5347 | | | | UT-014 | ABBEVILLE | 207.99 |
| GPS-595 | 1 | Utility Trailer - GPS Navigation System | | | 445-7240 | | | | UT-015 | CARENCRO | 192.61 |
| GPS-596 | 1 | Utility Trailer - GPS Navigation System | | | 412-4389 | | | | UT-016 | ABBEVILLE | 187.12 |
| GPS-597 | 1 | Utility Trailer - GPS Navigation System | | | 445-1669 | | | | UT-017 | ABBEVILLE | 187.12 |
| GPS-598 | 1 | Vehicle GPS | | | 371-8219 | | | | V-000 | CARENCRO | 252.43 |
| GPS-599 | 1 | Pickup Truck GPS | | | 445-7304 | | | | V-054 | CARENCRO | 268.91 |
| GPS-600 | 1 | Vehicle GPS | | | 355-4921 | | | | V-083 | LAFAYETTE | 268.91 |
| GPS-601 | 1 | Vehicle GPS | | | 371-5784 | | | | V-080 | LAFAYETTE | 252.43 |
| GPS-602 | 1 | 2003 Chevrolet pickup VIN7339 - GPS Navigation System | | | 371-8238 | | | | V-091 | CARENCRO | 312.15 |
| GPS-604 | 1 | Van GPS | | | 371-6380 | | | | VAN-003 | ABBEVILLE | 268.54 |
| GPS-605 | 1 | Van GPS | | | 845-6813 | | | | VAN-004 | ABBEVILLE | 274.78 |
| GPS-606 | 1 | Van - GPS Navigation System | | | 845-4736 | | | | VAN-005 | ABBEVILLE | 318.52 |
| GPS-607 | 1 | Van - GPS Navigation System | | | 845-5128 | | | | VAN-006 | PENNSYLVANIA | 318.88 |
| GPS-608 | 1 | Van - GPS Navigation System | | | 371-5036 | | | | VAN-007 | ABBEVILLE | 311.58 |
| GPS-609 | 1 | Van - GPS Navigation System | | | 845-6871 | | | | VAN-008 | PENNSYLVANIA | 318.52 |
| GPS-610 | 1 | Van GPS | | | 845-6056 | | | | VAN-009 | PENNSYLVANIA | 274.49 |
| GPS-611 | 1 | Van GPS | | | 371-6121 | | | | VAN-010 | ABBEVILLE | 268.54 |
| GPS-612 | 1 | Van GPS | | | 845-6819 | | | | VAN-011 | PENNSYLVANIA | 274.48 |
| GPS-613 | 1 | Van GPS | | | 371-6890 | | | | VAN-012 | ABBEVILLE | 268.54 |
| GPS-614 | 1 | Van GPS | | | 371-5193 | | | | VAN-013 | ABBEVILLE | 268.54 |
| GPS-615 | 1 | Van GPS | | | 845-6106 | | | | VAN-014 | PENNSYLVANIA | 374.49 |
| GPS-616 | 1 | Van GPS | | | 371-5047 | | | | VAN-015 | ABBEVILLE | 268.54 |
| GPS-617 | 1 | Van GPS | | | 445-1028 | | | | VAN-016 | ABBEVILLE | 881.77 |
| GPS-618 | 1 | Van GPS | | | 345-9344 | | | | VAN-017 | ABBEVILLE | 300.25 |
| GPS-619 | 1 | Van GPS | | | 371-0341 | | | | VAN-021 | PENNSYLVANIA | 300.25 |
| GPS-620 | 1 | Van GPS | | | 355-6517 | | | | VAN-019 | ABBEVILLE | 300.25 |
| GPS-621 | 1 | Van GPS | | | 371-2836 | | | | VAN-022 | PENNSYLVANIA | 268.54 |
| GPS-622 | 1 | Van GPS | | | 371-2674 | | | | VAN-024 | ABBEVILLE | 307.52 |
| GPS-624 | 1 | Van GPS | | | 845-5548 | | | | VAN-025 | ABBEVILLE | 274.49 |
| GPS-626 | 1 | Van GPS | | | 845-6111 | | | | VAN-026 | ABBEVILLE | 268.54 |
| GPS-628 | 1 | GPS System | | | 445-7236 | | | | AT-08 | ABBEVILLE | 251.89 |
| GPS-629 | 1 | Tractor Day Cab - GPS | | | 412-2072 | | | | CTU-08 | PENNSYLVANIA | 1,207.51 |
| GPS-632 | 1 | GPS System | | | 412-3307 | | | | TK-180 | | 1,168.43 |
| GPS-633 | 1 | Pump Trailer GPS | | | 445-5355 | | | | PKR-015 / T1 | ABBEVILLE | 1,230.09 |
| GPS-634 | 1 | Tractor GPS | | | 555-9096 | | | | TK-120 | ABBEVILLE | 215.71 |
| GPS-636 | 1 | Frac Blender GPS | | | 412-4672 | | | | FRA-009 | ABBEVILLE | 881.78 |
| GPS-637 | 1 | Manifold Trailer - GPS | | | 355-3361 | | | | MTD05H-03 | ABBEVILLE | 166.28 |
| GPS-638 | 1 | Van GPS | | | 371-2787 | | | | VAN-001 | ABBEVILLE | 216.38 |
| GPS-639 | 1 | Drop Deck Trailer GPS | | | 704-8282 | | | | DOT-015 | ABBEVILLE | 268.54 |
| GPS-640 | 1 | Pickup Truck - GPS | | | 445-7275 | | | | PKT-123 | DUHON | 220.74 |
| GPS-641 | 1 | Crane Truck GPS | | | 445-7279 | | | | CKT-001 | DUHON | 300.25 |
| GPS-642 | 1 | Bob Tail Bed - GPS | | | 845-7857 | | | | BTB-001 | ABBEVILLE | 880.75 |
| GPS-643 | 1 | Bob Tail Bed - GPS | | | 654-8231 | | | | BTB-002 | ABBEVILLE | 1,078.68 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-------------------|---|---------------|--------------|------------------|------|----------|---------------------------|-------------------|-------------------|---------------|
| GPS-644 | 315-7119 | 1 Bob Tail Bed - GPS | | | | | | | BTR-003 | ABBEVILLE | \$ 1,078.68 |
| GPS-645 | 344-7809 | 1 Bob Tail Bed - GPS | | | | | | | BTR-004 | ABBEVILLE | \$ 1,078.71 |
| GPS-646 | 354-6074 | 1 Bob Tail Bed - GPS | | | | | | | BTR-005 | ABBEVILLE | \$ 1,078.85 |
| GPS-647 | 148-9650 | 1 Bob Tail Bed - GPS | | | | | | | BTR-006 / TF | ABBEVILLE | \$ 1,079.02 |
| GPS-648 | 706-2864 | 1 Bob Tail Bed - GPS | | | | | | | BTR-007 / TF | ABBEVILLE | \$ 1,078.69 |
| GPS-649 | 344-3045 | 1 Bob Tail Bed - GPS | | | | | | | BTR-008 / TF | ABBEVILLE | \$ 1,078.69 |
| GPS-650 | 315-1415 | 1 Bob Tail Bed - GPS | | | | | | | BTR-009 / TF | ABBEVILLE | \$ 1,078.22 |
| GPS-651 | 344-4502 | 1 Pickup Truck - GPS | | | | | | | PRT-029 | CABERCIO | \$ 3,801.35 |
| GPS-652 | 280-0423 | 1 GPS Navigation System | | | | | | | SPARE | ABBEVILLE | \$ 1,889.68 |
| GPS-653 | 654-4753 | 1 GPS Navigation System | | | | | | | PTRL-040 | ABBEVILLE | \$ 145.14 |
| GPS-654 | 704-1540 | 1 GPS Navigation System | | | | | | | PTRL-039 | PENNSYLVANIA | \$ 217.67 |
| GPS-655 | 704-1174 | 1 GPS Navigation System | | | | | | | PTRL-039 | PENNSYLVANIA | \$ 1,991.92 |
| GT-001 | 1128GFF24CW312152 | 1 Gas Transport | | | | 2012 | Keystone | 5000 liquid gel transport | | PENNSYLVANIA | \$ 118,772.17 |
| GT-002 | 1128GFF24CW312153 | 1 Gas Transport | | | | 2012 | Keystone | 5000 liquid gel transport | | PENNSYLVANIA | \$ 118,772.17 |
| HAC-002 | | 1 Hydraulic Actuated Choke Skid (Test Equipment) | FSTFP | | | | | | | | |
| HAC-003 | | 1 Hydraulic Actuated Choke Skid (Test Equipment) | FSAX | | | | | | | | |
| HAPU-054 | | 1 Hydraulic Auxiliary Power Unit | FSAX | | | | | | | | |
| HAPU-055 | | 1 Hydraulic Auxiliary Power Unit | FSTFP | | | | | | | | |
| HAPU-056 | | 1 Hydraulic Auxiliary Power Unit | FSTFP | | | | | | | | |
| HAPU-057 | | 1 Hydraulic Auxiliary Power Unit | FSTFP | | | | | | | | |
| HAPU-076 | | 1 Hydraulic Auxiliary Power Unit | FSTFP | | | | | | | | |
| HAPU-077 | | 1 Hydraulic Auxiliary Power Unit | FSTFP | | | | | | | | |
| HR-003 | | 1 Hose Basket - Primary Unit | FSTFP | | | | | | | | |
| HR-01 | | 1 HR-01 22' Hose Basket | WSPS | | | | | 14'x4'x3' | | ABBEVILLE | \$ 6,412.80 |
| HR-01 | | 3 HR-01 Hose Basket - 2" X 20' hoses with connections (Qty 3) | WSPS | | | | | | | | \$ 70.19 |
| HR-01 | | 1 HR-01 Hose Basket - 2" X 20' hoses with connections (Qty 1) | WSPS | | | | | | | | \$ 58.89 |
| HR-01 | | 5 HR-01 Hose Basket Skid - air hose assembly | WSPS | | | | | | | | \$ 416.50 |
| HR-02 | | 1 HR-02 22' Hose Basket | WSPS | | | | | | | ABBEVILLE | \$ 116.00 |
| HR-02 | | 3 HR-02 Hose Basket - 2" X 20' hoses with connections (Qty 3) | WSPS | | | | | | | ABBEVILLE | \$ 136.00 |
| HR-02 | | 5 HR-02 Hose Basket Skid - air hose assembly | WSPS | | | | | | | ABBEVILLE | \$ 58.89 |
| HP-003 | | 1 Power Pack | FSTFP | | | | | | | ABBEVILLE | \$ 3,428.70 |
| HPM-001 | | 1 High Pressure Manifold Trailer | FSAX | RST | 1P0HPMTA38PW5001 | 2011 | | | | ABBEVILLE | \$ 8,785.91 |
| HPM-002 | | 1 High Pressure Manifold Trailer | FSAX | RST | 1P0HPMTA38PW5002 | 2011 | | | | PENNSYLVANIA | \$ 1,705.26 |
| HPUE-001 | | 1 Diesel Hydraulic Power Unit | FSAX | | | | | Customer Provided Engine | | ABBEVILLE | \$ 46,194.49 |
| HPUE-002 | | 1 Hydraulic Power Unit | FSTFP | | | | | | | TFT | \$ 19,901.74 |
| HPUE-003 | | 1 Hydraulic Power Unit | FSTFP | | | | | | | ABBEVILLE | \$ 19,526.69 |
| HPUE-004 | | 1 Hydraulic Power Unit | FSTFP | | | | | | | ABBEVILLE | \$ 9,866.30 |
| HR-001 | | 1 Hose Reel (natural gas) | FSTFP | | | | | | | ABBEVILLE | \$ 9,665.21 |
| HR-001 | | 2 Hose Reel Add on Equip | FSTFP | | | | | | | ABBEVILLE | \$ 11,143.89 |
| HR-001 | | 3 Hose Reel Add on Equip | FSTFP | | | | | | | ABBEVILLE | \$ 20,558.10 |
| HR-001 | | 4 Hose Reel - Umbilical Device for Flexible Hose | FSTFP | | | | | | | ABBEVILLE | \$ 9,478.12 |
| HTL-001 | | 1 Hose Trailer | FSAX | RST | 16V02423C2312536 | 2012 | Big Tex | 24 Gooseneck | | PENNSYLVANIA | \$ 6,815.01 |
| HTL-002 | | 1 Hose Trailer | FSAX | RST | 16V02423C2312537 | 2012 | Big Tex | 24 Gooseneck | | ABBEVILLE | \$ 4,097.48 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|-------------------|------|----------|------------------------|-------------------|-------------------|---------------|
| HTR-003 | 1 | Hose Trailer | FSAX | RST | 16V6K2427C2315239 | 2012 | Big Tex | 24 Gooseneck | HTR-003 | ABBEVILLE | \$ 4,219.00 |
| HTR-005 | 1 | Hose Trailer | FSAX | RST | 16V6K2428C2315240 | 2012 | Big Tex | Suction Hose trailer | | PENNSYLVANIA | \$ 8,894.99 |
| HTR-006 | 1 | Hose Trailer | FSAX | RST | 16V6K2429C2315243 | 2012 | Big Tex | 24 Gooseneck | HTR-006 | ABBEVILLE | \$ 4,087.48 |
| HTR-007 | 1 | Hose Trailer | FSAX | RST | 16V6K2430C2315244 | 2012 | Big Tex | 24 Gooseneck | HTR-007 | ABBEVILLE | \$ 4,626.48 |
| HTR-008 | 1 | Hose Trailer | FSAX | RST | 16V6K2431C2315245 | 2012 | Big Tex | Discharge Hose Trailer | HTR-008 | ABBEVILLE | \$ 6,195.34 |
| HTR-009 | 1 | Hose Trailer | FSAX | RST | 16V6K2432C2315246 | 2012 | Big Tex | 24 Gooseneck | | ABBEVILLE | \$ 3,975.96 |
| HTR-010 | 1 | Hose Trailer | FSAX | RST | 16V6K2433C2315247 | 2012 | Big Tex | 24 Gooseneck | | ABBEVILLE | \$ 3,975.96 |
| HTR-011 | 1 | Hose Trailer | FSAX | RST | 13M248203C553587 | 2012 | Fontaine | 48x102 Drop Deck | | PENNSYLVANIA | \$ 23,543.37 |
| HYD-001 | 1 | Hydration Unit | FSAX | RST | LA85T13278VJRM001 | 2011 | JEREH | HPGYT-160 | | ABBEVILLE | \$ 550,148.35 |
| HYD-002 | 1 | Hydration Unit | FSAX | RST | LA85T13280VJRM003 | 2011 | JEREH | HPGYT-160 | | ABBEVILLE | \$ 587,313.65 |
| HYD-004 | 1 | Hydration Unit | FSAX | RST | LA85T13290VJRM018 | 2012 | JEREH | HT-10 | HYD-004 | ABBEVILLE | \$ 518,175.98 |
| HYD-007 | 1 | Hydration Unit | FSAX | RST | 1R8D5328CARP4010 | 2013 | Religion | HT-170 | | PENNSYLVANIA | \$ 749,926.47 |
| IS-01 | 1 | IS-01 2" Field iron Skid with tool box | WSFS | | | | | | | | \$ 1,196.85 |
| IS-01 | 3 | IS-01 Iron Skid - modified fork pockets and painted | WSFS | | | | | | | | \$ 85.40 |
| IS-01 | 5 | IS-01 Iron Skid - neck, hand tool box | WSFS | | | | | | | | \$ 41.85 |
| IS-01 | 7 | IS-01 Iron Skid - 36" pipe wrench | WSFS | | | | | | | | \$ 14.91 |
| IS-01 | 9 | IS-01 Iron Skid - tool box modification | WSFS | | | | | | | | \$ 27.31 |
| IS-01 | 11 | IS-01 Iron Skid - grating | WSFS | | | | | | | | \$ 59.78 |
| IS-01 | 13 | IS-01 Iron Skid - ramp for mill | WSFS | | | | | | | | \$ 43.20 |
| IS-02 | 1 | IS-02 2" Field iron Skid with tool box | WSFS | | | | | | | | \$ 688.48 |
| IS-02 | 3 | IS-02 Iron Skid - Camlock connections | WSFS | | | | | | | | \$ 133.38 |
| IS-02 | 5 | IS-02 Iron Skid - 2" x 8" Inverted Straight Joints | WSFS | | | | | | | | \$ 151.10 |
| IS-02 | 7 | IS-02 Iron Skid - 2" x 1" 1502 Plug Valve | WSFS | | | | | | | | \$ 91.80 |
| IS-02 | 9 | IS-02 Iron Skid - 2" x 1" 1502 Plug Valve | WSFS | | | | | | | | \$ 117.56 |
| IS-02 | 11 | IS-02 Iron Skid - Treating Iron | WSFS | | | | | | | | \$ 276.10 |
| IS-02 | 13 | IS-02 Iron Skid - Pump in Skid | WSFS | | | | | | | | \$ 31.85 |
| IS-02 | 15 | IS-02 Iron Skid - connections for tool box | WSFS | | | | | | | | \$ 137.08 |
| IS-02 | 17 | IS-02 Iron Skid - tools and nuts | WSFS | | | | | | | | \$ 8.83 |
| IS-02 | 19 | IS-02 Iron Skid Unit - heating iron, shackle | WSFS | | | | | | | | \$ 1,277.51 |
| LAB-01 | 1 | Lab-01 Lab Equipment - (1) Compressor - Auto, (2) Constant Speed Motor, Int | WSFS | | 3105 | | | | | | \$ 31,224.03 |
| LAB-03 | 1 | Lab-03 (1) Compressor, 7222, Auto For Lab, Installation & Frachty | WSFS | | 3107 | | | | | | \$ 32,006.51 |
| LAB-03 | 1 | Lab-03 (1) Constant Speed Motor 1 Liter | WSFS | | 1180 | | | | | | \$ 2,157.56 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 2/31/2014

| Asset Unit ID# | Asset Unit Suffix | Description | Main Category | Sub-Category | Win # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Cost |
|----------------|-------------------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|------------|
| LAB-04 | 1 | Lab-04 (1) Atmospheric Condensometer for Lab | WSPS | | 919 | | | | | | 4,192.01 |
| LAB-05 | 1 | Lab-05 (1) Air Pump 115V AC only, unit of 1, Cat. No. 01 093 | WSPS | | | | | | | | 243.70 |
| LAB-06 | 1 | Lab-06 (1) C-MAG 7 Magnetic Stirrer 115V, unit of 1, Cat. No. 1 14 259 261 | WSPS | | | | | | | | 201.69 |
| LAB-07 | 2 | Lab-07 Lab (1) Lab Oven w/ Shipping & Receiving | WSPS | | | | | | | | 11,116.83 |
| LO-01 | 1 | Land Property located @ 11441 Hwy 43 South, Marshall, TX 75670, Harrison County | WSPS | | | | | | | | 490.86 |
| LE-0001 | 1 | Ro-Top Test Sleeve Shaker (RX-29) | FSAX | | | | | | | | 249,215.85 |
| LE-0002 | 1 | Dual Halogen Microscope 2x/4x | FSAX | | | | | | | | 287.14 |
| LE-0003 | 1 | Analytical Scale | FSAX | | | | | | | | 1,076.82 |
| LE-0004 | 1 | Lab Variable Speed Blender | FSAX | | | | | | | | 3,199.46 |
| LE-0005 | 1 | Orion Star PH Benchtop Meter | FSAX | | | | | | | | 3,097.48 |
| LE-0006 | 1 | Centrifuge | FSAX | | | | | | | | 861.85 |
| LE-0007 | 1 | Rotor Plug Centrifuge | FSAX | | | | | | | | 1,945.53 |
| LE-0008 | 1 | Ro-Top Conversion Kit | FSAX | | | | | | | | 827.49 |
| LE-0009 | 1 | Performer III 3 Sleeve Shaker, SS-3FR | FSAX | | | | | | | | 159.46 |
| LE-0010 | 1 | Thermo-cup w/ removable Sample Cup 115V | FSAX | | | | | | | | 1,578.91 |
| LE-0011 | 1 | B2 Bob Model 35 Viscometer | FSAX | | | | | | | | 2,524.15 |
| LE-0012 | 1 | B1 Bob Model 35 Viscometer | FSAX | | | | | | | | 415.86 |
| LE-0013 | 1 | Thermometer Digi-O-20F | FSAX | | | | | | | | 400.43 |
| LE-0014 | 1 | Viscometer Model 35A 6-Speed | FSAX | | | | | | | | 82.82 |
| LE-0015 | 1 | Rotor R1 Model 35 Closed-end St. Steel | FSAX | | | | | | | | 2,551.02 |
| LE-0016 | 1 | Porcible Balance 600G | FSAX | | | | | | | | 13,802.71 |
| LE-0017 | 1 | Rotor R2 Model 35 Closed End Stainless Steel | FSAX | | | | | | | | 267.68 |
| LE-0018 | 1 | Waterbath 2L | FSAX | | | | | | | | 1,282.16 |
| LE-0019 | 1 | Electrode Ross Osha M3028AN/M | FSAX | | | | | | | | 1,256.19 |
| LE-0020 | 1 | CEL/BSD Hydraulic Fracturing Water Analysis Lab Kit | FSAX | | | | | | | | 450.37 |
| LE-0021 | 1 | Waterbath 5L | FSAX | | | | | | | | 13,551.30 |
| LE-0022 | 1 | M5600 New Unit Parts Kit | FSAX | | | | | | | | 709.34 |
| LE-0023 | 1 | M5600 Hard Case | FSAX | | | | | | | | 507.74 |
| LE-0024 | 1 | M5600 Rheometer w/ G/C Oscillatory | FSAX | | | | | | | | 1,969.59 |
| LE-0025 | 1 | Waterbath 2L Digital ZL 9702 | FSAX | | | | | | | | 81,997.95 |
| LE-0026 | 1 | Porcible Balance 600G Scott | WSPS | | | | | | | | 2,576.80 |
| LE-0027 | 1 | Fracking H2O Analysis Kit | WSPS | | | | | | | | 288.27 |
| LE-0028 | 1 | Balance Analytical Ohaus | WSPS | | | | | | | | 3,301.39 |
| LE-0029 | 1 | Variable Speed Blender (6) | WSPS | | | | | | | | 2,886.45 |
| LE-0030 | 1 | Stir Dip Risk (5) | WSPS | | | | | | | | 1,695.07 |
| LE-0031 | 1 | Balance Scale | WSPS | | | | | | | | 235.65 |
| LE-0032 | 1 | Conversion Kit | WSPS | | | | | | | | 127.45 |
| LE-0033 | 1 | BTL VM Bulk (3) | WSPS | | | | | | | | 306.24 |
| LE-0034 | 1 | Rotor Plug Centrifuge | WSPS | | | | | | | | 324.58 |
| LE-0035 | 1 | PH Meter (5) | WSPS | | | | | | | | 169.62 |
| LE-0036 | 1 | Star-A211 PH Kit | WSPS | | | | | | | | 432.26 |
| LE-0037 | 1 | Micro, Stereo Dual LED (2) | WSPS | | | | | | | | 463.89 |
| LE-0038 | 1 | Hydrometer Set (5) | WSPS | | | | | | | | 504.10 |
| LE-0039 | 1 | Hotplate Digital Display (5) | WSPS | | | | | | | | 796.39 |
| LE-0040 | 1 | Centrifuge | WSPS | | | | | | | | 773.45 |
| LE-0041 | 1 | Shaker w/ Timer | WSPS | | | | | | | | |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | VR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-------------------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|--------------|
| LE-00042 | 1 | MACH 550051X-Extended BS Belts | WSPS | | 30214128001 | | | | | | \$ 1,681.99 |
| LE-00043 | 1 | M5600 New Unit Parts Kit | WSPS | | | | | | | | \$ 253.26 |
| LE-00044 | 1 | Rheometer Model M-5600-3, 120V, HC-27%, w/ 6% Dynamic Oscillatory Measurement | FSAX | | | | | | | | \$ 42,998.98 |
| LE-00045 | 1 | Inline IIR/Pro-RS Adapter, inline 6 DataLink (Diagnostic Software) | FSAX | | | | | | | | \$ 554.66 |
| LE-00046 | 1 | Analytical Scale Model 01 920-232 | FSAX | | | | | | | | \$ 3,044.88 |
| LE-00047 | 1 | Lab Variable Speed Blender Model 14-509-60 | FSAX | | | | | | | | \$ 6,066.47 |
| LE-00048 | 1 | Chinn 35Star PH Benchtop Mixer Model 13-649-521 | FSAX | | | | | | | | \$ 862.26 |
| LE-00049 | 1 | Centrifuge Model 05-101-7 | FSAX | | | | | | | | \$ 2,088.37 |
| LE-00050 | 1 | Rotor Pledge Centrifuge Model 05-155-19 | FSAX | | | | | | | | \$ 916.66 |
| LE-00051 | 1 | Ro-Tap Tait Shew Shaker Model 04-609 | FSAX | | | | | | | | \$ 289.66 |
| LE-00052 | 1 | Performer III 3 Shew Shaker | FSAX | | | | | | | | \$ 1,007.90 |
| LE-00053 | 1 | Rotor R1 Model 35 Closed End | FSAX | | | | | | | | \$ 5,113.10 |
| LE-00054 | 1 | Rotor R2 Model 35 Closed End | FSAX | | | | | | | | \$ 3,569.64 |
| LE-00055 | 1 | Vicometer Model 35A 6 Speed | FSAX | | | | | | | | \$ 27,547.59 |
| LE-00056 | 1 | BOB Model 35 Vicometer B1 | FSAX | | | | | | | | \$ 816.18 |
| LE-00057 | 1 | BOB Model 35 Vicometer B2 | FSAX | | | | | | | | \$ 839.92 |
| LE-00058 | 1 | Thermometer DSI D-22DF | FSAX | | | | | | | | \$ 174.82 |
| LE-00059 | 1 | ThermoCup w/ Removable Cup | FSAX | | | | | | | | \$ 946.06 |
| LE-00060 | 1 | Yellow Stack-a-Cab Combo Cabinet | FSAX | | | | | | | | \$ 265.12 |
| LE-00061 | 1 | Portable Balance 600G | FSAX | | | | | | | | \$ 480.37 |
| LE-00062 | 1 | Electrode Ross Glass #3028ANUM | FSAX | | | | | | | | \$ 1,955.67 |
| LE-00063 | 1 | Case Model 35 Vicometer, Carrying case for LE (B) | FSAX | | | | | | | | \$ 213.78 |
| LE-00064 | 1 | B2 Bob Model 35 Vicometer | FSAX | | | | | | | | \$ 7,068.07 |
| LE-00065 | 1 | Vicometer M 35A 6-Spd 115V/60 | FSAX | | | | | | | | \$ 860.47 |
| LE-00066 | 1 | Blue Stack-a-Cab Combo Cabinet | FSAX | | | | | | | | \$ 1,053.61 |
| LE-00067 | 1 | White Stack-a-Cab Combo Cabinet | FSAX | | | | | | | | \$ 2,888.15 |
| LE-00068 | 1 | Stack-a-Cab Cabinet Theme 41ND6 | FSAX | | | | | | | | \$ 4,395.49 |
| LE-00069 | 1 | Waterbath 2L #97023-126 | FSAX | | | | | | | | \$ 2,338.46 |
| LE-00070 | 1 | MACH 550051X-extended BS Belts | FSAX | | | | | | | | \$ 30,494.97 |
| LE-00071 | 1 | CEL/980 Hydraulic Fracturing Water Analysis Lab Rt | FSAX | | | | | | | | \$ 1,878.89 |
| LE-00072 | 1 | S5175-1 Var Speed Blender | FSAX | | | | | | | | \$ 2,477.33 |
| LE-00073 | 1 | M5600 New Unit Parts Kit w/ Hard Case | FSAX | | | | | | | | \$ 85,997.95 |
| LE-00074 | 1 | M5600 Incometer w/ 6% Oscillatory | FSAX | | | | | | | | \$ 3,681.99 |
| LE-00075 | 1 | F6142-6 Hermao Uniflo Compast | FSAX | | | | | | | | \$ |
| LE-10001 | 1 | Lab mixer (Qty 3) | WSPS | | | | | | | | \$ |
| LE-10002 | 1 | Lab equipment | WSPS | | | | | | | | \$ |
| LE-10003 | 1 | Mud balance | WSPS | | | | | | | | \$ 18.95 |
| LE-10004 | 1 | Lab equipment-Constantmeter 7237 Atmospheric Condensimeter 200, Volume | WSPS | | | | | | | | \$ 16,652.37 |
| LE-10005 | 3 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10006 | 3 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10007 | 1 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10008 | 1 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10009 | 1 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10010 | 1 | Lab Equipment-Height changes for Condensimeter 7222 | WSPS | | | | | | | | \$ |
| LE-10011 | 1 | Lab Software-Campo Cementing Program sales & use tax | WSPS | | | | | | | | \$ 210.48 |
| LE-10012 | 1 | Lab Software-Campo Cementing Program | WSPS | | | | | | | | \$ 3,467.09 |
| LE-01 | 1 | Line Truck | FSAX | | | | | | | | \$ 97.34 |
| LE-02 | 1 | Line Truck | FSAX | | | | | | | | \$ 30,078.80 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Stock | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|-------|---|---------------|--------------|------------------|------|------|-------|-------------------|-------------------|--------------|
| NP-05 | 3 | NP-05 Nitrogen Pumping Unit - Additional Equipment | WSCT | RST | | | | | | DUHON | \$ 4,624.80 |
| NP-06 | 1 | NP-06 Nitrogen Pump Unit Turbine Drive w/ 3,000gal Nitrogen Vessel -2008 B | WSCT | RST | | | | | | DUHON | \$ 37,585.56 |
| NT-01 | 1 | NT-01 Nitrogen Transport; 3,000 gallon cryogenic tank mounted on 1974 Ryan trail | WSCT | RST | 5947CC1317 | 1974 | Ryan | | | NT-001 / NT DUHON | \$ 17,567.49 |
| NT-01 | 1 | NT-01 Nitrogen Transport; 3,000 gallon cryogenic tank mounted on 1974 Ryan trail | WSCT | RST | 5947CC1317 | 1974 | Ryan | | | NT-001 / NT DUHON | \$ 17,567.49 |
| NT-01 | 3 | NT-01 Nitrogen Transport-additional cost | WSCT | RST | 5947CC1317 | 1974 | Ryan | | | NT-001 / NT DUHON | \$ 52,702.47 |
| NT-01 | 5 | NT-01 Nitrogen Transport - Sales and Use Tax | WSCT | RST | 5947CC1317 | 1974 | Ryan | | | NT-001 / NT DUHON | \$ 100.00 |
| NT-02 | 1 | NT-02 Nitrogen Transport; 6,000 gallon cryogenic storage tank mounted on 1991 Hyn | WSCT | RST | 6210890706 | 1991 | HYDR | | | DUHON | \$ 55,942.24 |
| NT-04 | 1 | NT-04 Nitrogen Liquid Transport w/ pressure transfer - 2,200 gallon tank | WSCT | RST | 6CF544768H17008 | 2008 | MTR | | | DUHON | \$ 40,953.01 |
| O-10001 | 1 | SNP Server | WSCT | RST | 637844181171009 | 2008 | MTR | | | DUHON | \$ 12,276.16 |
| O-10002 | 1 | Softwell T | | | | | | | | | \$ 17.57 |
| O-10003 | 1 | Office Furniture | | | | | | | | | \$ 15.50 |
| O-10004 | 1 | Quickbooks software | | | | | | | | | \$ - |
| O-10005 | 1 | Office Furniture | | | | | | | | | \$ - |
| O-10006 | 1 | Paper shredder | | | | | | | | | \$ - |
| O-10007 | 1 | Telephone system | | | | | | | | | \$ - |
| O-10008 | 1 | Alarm system | | | | | | | | | \$ - |
| O-10008 | 1 | Office chairs (Qty 2) | | | | | | | | | \$ 11.62 |
| O-10010 | 1 | Cleaning system | | | | | | | | | \$ - |
| O-10011 | 1 | Document Binding Unit (DUCUBIND P100) | | | | | | | | | \$ - |
| O-10011 | 1 | Office Furniture | | | | | | | | | \$ - |
| O-10013 | 1 | Fax Machine - Brother IntelliFax Model Fax100 | | | | | | | | | \$ - |
| O-10014 | 1 | Office chair | | | | | | | | | \$ - |
| O-10015 | 1 | OL 830 Organizer | | | | | | | | | \$ - |
| O-10016 | 1 | Conference Table | | | | | | | | | \$ 1.03 |
| O-10017 | 1 | Computer Desk | | | | | | | | | \$ 1.67 |
| O-10018 | 1 | Windows software | | | | | | | | | \$ - |
| O-10019 | 1 | Telephone system for lab building | | | | | | | | | \$ 60.82 |
| O-10020 | 1 | Picture frame | | | | | | | | | \$ - |
| O-10021 | 1 | Office chairs (Qty 5) | | | | | | | | | \$ 8.51 |
| O-10022 | 1 | Desks and file cabinet | | | | | | | | | \$ 6.53 |
| O-10023 | 1 | Refrigerator for lab | | | | | | | | | \$ - |
| O-10024 | 1 | File cabinets | | | | | | | | | \$ - |
| O-10025 | 1 | Office chair | | | | | | | | | \$ - |
| O-10026 | 1 | Aluminum Frame Board (job board) | | | | | | | | | \$ - |
| O-10027 | 1 | Transfer printing hardware | | | | | | | | | \$ - |
| O-10028 | 1 | Round conference table | | | | | | | | | \$ 4.72 |
| O-10029 | 1 | Upholstered chairs | | | | | | | | | \$ 12.84 |
| O-10030 | 1 | Office desk with return | | | | | | | | | \$ 5.29 |
| O-10031 | 1 | Office desk with return | | | | | | | | | \$ 6.49 |
| O-10032 | 1 | File cabinet - 3 drawer legal | | | | | | | | | \$ - |
| O-10033 | 1 | Stools for kitchen at Ceresco office building | | | | | | | | | \$ 2.67 |

P514Cs

U6039813781115

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Asset Link ID# Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|-----------------------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| O-10034 | 1 | Desk | | | | | | | | | \$ 8.56 |
| O-10035 | 1 | Tent parts | | | | | | | | | \$ |
| O-10036 | 1 | Allen computer software | | | | | | | | | \$ |
| O-10037 | 1 | File cabinet | | | | | | | | | \$ |
| O-10038 | 1 | Headset for office phone | | | | | | | | | \$ |
| O-10039 | 1 | Charitable cans | | | | | | | | | \$ |
| O-10040 | 1 | Microwave | | | | | | | | | \$ |
| O-10041 | 1 | Office Equipment | | | | | | | | | \$ |
| O-10042 | 1 | Book shelf | | | | | | | | | \$ 0.74 |
| O-10043 | 1 | Weights for Tent | | | | | | | | | \$ |
| O-10044 | 1 | Frames/weights for Tent | | | | | | | | | \$ |
| O-10045 | 1 | Office chair | | | | | | | | | \$ |
| O-10046 | 1 | Computer Bag | | | | | | | | | \$ 2.04 |
| O-10047 | 1 | Tent (20X20) | | | | | | | | | \$ |
| O-10048 | 1 | Tent (20X20) | | | | | | | | | \$ |
| O-10049 | 1 | Desk | | | | | | | | | \$ 11.92 |
| O-10050 | 1 | Office Chair | | | | | | | | | \$ 5.91 |
| O-10051 | 1 | File Cabinet -5 drawer | | | | | | | | | \$ 8.49 |
| O-10052 | 1 | Client Resizer | | | | | | | | | \$ 19.74 |
| O-10053 | 1 | Desk Server | | | | | | | | | \$ |
| O-10054 | 1 | Office Chair | | | | | | | | | \$ 6.51 |
| O-10055 | 1 | Bookcase | | | | | | | | | \$ 7.59 |
| O-10056 | 1 | Desk | | | | | | | | | \$ 25.30 |
| O-10057 | 1 | Key cabinet | | | | | | | | | \$ 10.21 |
| O-10058 | 1 | Desk | | | | | | | | | \$ 32.42 |
| O-10059 | 1 | Office equipment | | | | | | | | | \$ |
| O-10060 | 1 | File cabinet | | | | | | | | | \$ 5.35 |
| O-10061 | 1 | Docking station for computer | | | | | | | | | \$ |
| O-10062 | 1 | File cabinet | | | | | | | | | \$ |
| O-10063 | 1 | Desk return | | | | | | | | | \$ 10.36 |
| O-10064 | 1 | Furniture for Houston apartment | | | | | | | | | \$ 7.65 |
| O-10065 | 1 | Utens and towels for Houston apartment | | | | | | | | | \$ 107.72 |
| O-10066 | 1 | Television for Houston apartment | | | | | | | | | \$ 13.74 |
| O-10067 | 1 | Furniture for Houston apartment | | | | | | | | | \$ 15.73 |
| O-10068 | 1 | LINKSYS Wireless Router for Houston apartment | | | | | | | | | \$ 7.73 |
| O-10069 | 1 | Mattress for Houston apartment | | | | | | | | | \$ 1.06 |
| O-10070 | 1 | File cabinet | | | | | | | | | \$ 1.90 |
| O-10071 | 1 | Desk | | | | | | | | | \$ 55.18 |
| O-10072 | 1 | Desks (qty 2) | | | | | | | | | \$ 23.68 |
| O-10073 | 1 | Office furniture | | | | | | | | | \$ 17.35 |
| O-10074 | 1 | Building repairs to Crammco office building | | | | | | | | | \$ 26.85 |
| O-10075 | 1 | File Cabinet -5 drawer | | | | | | | | | \$ 77.49 |
| O-10076 | 1 | File cabinet | | | | | | | | | \$ 12.31 |
| O-10077 | 1 | Office chairs | | | | | | | | | \$ 2.95 |
| | | | | | | | | | | | \$ 17.67 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|--------------|
| O-10078 | 1 | Conference Table | | | | | | | | | \$ 13.46 |
| O-10080 | 1 | File cabinet | | | | | | | | | \$ 19.67 |
| O-10081 | 1 | Office chairs (qty 4) | | | | | | | | | \$ 16.62 |
| O-10082 | 1 | File cabinet | | | | | | | | | \$ 6.50 |
| O-10083 | 1 | File cabinet | | | | | | | | | \$ 6.35 |
| O-10084 | 1 | Marker board for Corporate office | | | | | | | | | \$ 26.86 |
| O-10085 | 1 | Refrigerator for Corporate office | | | | | | | | | \$ 22.32 |
| O-10086 | 1 | Sonywell Pro 2040 -Invent for computer system | | | | | | | | | \$ 2,413.21 |
| O-10087 | 1 | Computer / office equipment | | | | | | | | | \$ 98.03 |
| O-10088 | 1 | Hurstar Telephone System | | | | | | | | | \$ 28.55 |
| O-10090 | 1 | Sales Tax Audit | | | | | | | | | \$ 64.59 |
| O-10091 | 1 | Sales Tax Audit - 3rd/2013 | | | | | | | | | \$ 2,319.13 |
| O-10092 | 1 | Corporate Office -kitchen table, bench and 4 chairs, hunch | | | | | | | | | \$ 57.02 |
| O-10093 | 1 | File Cabinet | | | | | | | | | \$ 36.59 |
| O-10094 | 1 | Corporate Office -qty 5 guest chairs | | | | | | | | | \$ 84.00 |
| O-10095 | 1 | Corporate Office -desk with return and keyboard shelf | | | | | | | | | \$ 116.67 |
| O-10096 | 1 | Corporate Office -bookcase | | | | | | | | | \$ 67.24 |
| O-10097 | 1 | Kyocera KM-71050 Fax | | | 04009586 | | | | | | \$ 45.26 |
| O-10098 | 1 | Toshiba Projector Model TDP-145U | | | 18111778 | | | | | | \$ 86.44 |
| O-10099 | 1 | HP Lithium Batteries (Qty 3) | | | | | | | | | \$ 3.84 |
| O-10100 | 1 | Corporate Office -Desk | | | | | | | | | \$ 42.65 |
| O-10101 | 1 | 47" Panasonic 1080i Plasma TV Model No. TH-47PX75U | | | MA7260940 | | | | | | \$ 186.15 |
| O-10102 | 1 | High Table and qty 4 tall chairs for Lagone broth | | | | | | | | | \$ 48.33 |
| O-10103 | 1 | Corporate Office -Chair | | | | | | | | | \$ 17.40 |
| O-10104 | 1 | Corporate Office -Credenza | | | | | | | | | \$ 71.59 |
| O-10105 | 1 | Trade Show Bench | | | | | | | | | \$ 46,171.13 |
| O-10106 | 1 | Desk | | | | | | | | | \$ 21.13 |
| O-10107 | 1 | Desk | | | | | | | | | \$ 47.41 |
| O-10108 | 1 | Credenza | | | | | | | | | \$ 21.12 |
| O-10109 | 1 | Credenza and Bookcase | | | | | | | | | \$ 40.79 |
| O-10110 | 1 | Guest Chairs (Qty 2) | | | | | | | | | \$ 7.46 |
| O-10111 | 1 | HP Fax Machine (DP) | | | | | | | | | \$ 35.67 |
| O-10112 | 1 | Desk | | | | | | | | | \$ 67.90 |
| O-10113 | 1 | File cabinet (Qty 3), Chairs (Qty 3), Credenza (Qty 3) purchased from Reliable Pack | | | | | | | | | \$ 32.00 |
| O-10114 | 1 | Furniture -Sales and Use Tax paid on Reliable Pack's furniture | | | | | | | | | \$ 2.84 |
| O-10115 | 1 | Desk | | | | | | | | | \$ 55.64 |
| O-10116 | 1 | File Cabinet | | | | | | | | | \$ 68.53 |
| O-10117 | 1 | File Cabinet | | | | | | | | | \$ 34.88 |
| O-10118 | 1 | Toshiba CIX 40 Telephone System w/ Toshiba StrataNet | | | | | | | | | \$ 166.29 |
| O-10119 | 1 | Toshiba CIX 100 Telephone System Incd Toshiba VoiceMail, Toshiba StrataNet | | | | | | | | | \$ 3,609.48 |
| O-10120 | 1 | Sony Well Pro 2040 Triple-Up Careroco Location, Sony Well - Switched out Sony w | | | | | | | | | \$ 152.61 |
| O-10121 | 1 | Toshiba CIX 100 Telephone System Incd Toshiba VoiceMail, Toshiba Strata Net | | | | | | | | | \$ 7,164.70 |
| O-10122 | 1 | Qty (6) Chair Mets (BGM48) | | | | | | | | | \$ 5.32 |
| O-10123 | 1 | Receptionist Desk | | | | | | | | | \$ 108.44 |
| O-10124 | 1 | 4 Drawer Lateral File Cabinet | | | | | | | | | \$ 124.56 |
| O-10125 | 1 | Office Chair with high back, brown (Mfg: Harrington) | | | | | | | | | \$ 51.98 |
| O-10126 | 1 | Credenza (Color: Classic Cherry) | | | | | | | | | \$ 74.62 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| O-10137 | | 1 Office Desk with return and keyboard shelf (Mfg. Cornerstone) | | | | | | | | | \$ 198.97 |
| O-10128 | 1 | Hutch (Color: Chalk Cherry) | | | | | | | | | \$ 55.14 |
| O-10129 | 1 | Desk Lamp | | | | | | | | | \$ 8.74 |
| O-10130 | 1 | Lateral File Cabinet (Mfg. Cornerstone) | | | | | | | | | \$ 62.51 |
| O-10131 | 1 | Library (Mfg. Cornerstone) | | | | | | | | | \$ 55.14 |
| O-10132 | 1 | Computer Cart (Mfg. Cornerstone) | | | | | | | | | \$ 55.14 |
| O-10133 | 1 | Storage Cabinet (30X72X18) | | | | | | | | | \$ 38.60 |
| O-10134 | 1 | DESK - BOY FRONT COMPONENT | | | | | | | | | \$ 4.66 |
| O-10134 | 2 | Refrigerator for Marshall Office Fig.17CF FRT134W/23 | | | | | | | | | \$ 22.99 |
| O-10135 | 1 | DESK - BRIDGE RETURN | | | | | | | | | \$ 2.23 |
| O-10136 | 1 | DESK - BOY FRONT COMPONENT | | | | | | | | | \$ 3.44 |
| O-10137 | 1 | DESK - BRIDGE RETURN | | | | | | | | | \$ 3.26 |
| O-10138 | 1 | DESK - 3 DRAWER MOBILE | | | | | | | | | \$ 4.26 |
| O-10139 | 1 | KEYBOARD SHELF | | | | | | | | | \$ 1.72 |
| O-10140 | 1 | CHAIR - EXECUTIVE BROWN LEATHER | | | | | | | | | \$ 3.97 |
| O-10141 | 1 | CHAIR - EXECUTIVE BROWN LEATHER | | | | | | | | | \$ 3.97 |
| O-10142 | 1 | CHAIR - EXECUTIVE BROWN LEATHER | | | | | | | | | \$ 3.97 |
| O-10143 | 1 | CHAIR - EXECUTIVE BROWN LEATHER | | | | | | | | | \$ 3.97 |
| O-10144 | 1 | DESK - CORNERSTONE | | | | | | | | | \$ 6.48 |
| O-10145 | 1 | FAX MACHINE | | | | | | | | | \$ 4.88 |
| O-10146 | 1 | Cabinet - STORAGE CABINET | | | | | | | | | \$ 4.33 |
| O-10147 | 1 | DESK (DARK ALDER) W/ CREDENZA | | | | | | | | | \$ 26.30 |
| O-10148 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10149 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10150 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10151 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10152 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10153 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 8.12 |
| O-10154 | 1 | DESK - IN DEK DESK MAHOGANY - 6004189 | | | | | | | | | \$ 24.28 |
| O-10155 | 1 | DESK - IN DEK DESK MAHOGANY W/ RETURN 602424 & 6034035 | | | | | | | | | \$ 36.43 |
| O-10156 | 1 | FILE - LATERAL FILE 2DRW MAHOGANY - 6064024 | | | | | | | | | \$ 12.14 |
| O-10157 | 1 | Credenza - STORAGE CRED MAHOGANY - 6104137 | | | | | | | | | \$ 20.24 |
| O-10158 | 1 | Bookcase - LOBBY BOOKCASE/MAHOGANY - 6204125 | | | | | | | | | \$ 5.26 |
| O-10159 | 1 | Bookcase - LOBBY BOOKCASE/MAHOGANY - 6204125 | | | | | | | | | \$ 5.26 |
| O-10160 | 1 | Bookcase - LOBBY BOOKCASE/MAHOGANY - 6204125 | | | | | | | | | \$ 5.26 |
| O-10161 | 1 | Bookcase - LOBBY BOOKCASE/MAHOGANY - 6204125 | | | | | | | | | \$ 10.12 |
| O-10162 | 1 | Bookcase - LOBBY BOOKCASE/MAHOGANY - 6204125 | | | | | | | | | \$ 10.12 |
| O-10163 | 1 | Table - CONFERENCE TABLE | | | | | | | | | \$ 19.25 |
| O-10164 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 7.48 |
| O-10165 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 7.48 |
| O-10166 | 1 | Chair - EXECUTIVE BROWN LEATHER CHAIR | | | | | | | | | \$ 7.48 |
| O-10167 | 1 | Chair - GUEST CHAIR | | | | | | | | | \$ 5.06 |
| O-10168 | 1 | Chair - GUEST CHAIR | | | | | | | | | \$ 5.06 |
| O-10169 | 1 | Chair - GUEST CHAIR | | | | | | | | | \$ 5.06 |
| O-10170 | 1 | Chair - GUEST CHAIR | | | | | | | | | \$ 5.06 |
| O-10171 | 1 | Chair - GUEST CHAIR | | | | | | | | | \$ 5.06 |
| O-10172 | 1 | Chair - Brown Leather managers Chair | | | | | | | | | \$ 1.89 |
| O-10173 | 1 | DESK - Office desk | | | | | | | | | \$ 13.35 |
| O-10174 | 1 | Chairs - Qty 4 executive chairs | | | | | | | | | \$ 19.96 |
| O-10175 | 1 | Folding table | | | | | | | | | \$ 6.68 |
| O-10176 | 1 | File Cabinet Qty 3 | | | | | | | | | \$ 32.45 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC

Fixed Asset Schedule

as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|---------|
| O-10177 | 1 | Chair -leather guest chair | | | | | | | | | 11,775 |
| O-10178 | 1 | TV-Sylvania 26" LCD TV | | | | | | | | | 93,611 |
| O-10179 | 1 | Shelving for inventory | | | | | | | | | 11,112 |
| O-10180 | 1 | Shelving for inventory | | | | | | | | | 24,995 |
| O-10181 | 1 | Cabinet - Safety Cabinet | | | | | | | | | 46,911 |
| O-10182 | 1 | Cabinet - Shop Cabinet | | | | | | | | | 106,521 |
| O-10183 | 1 | Cabinet - storage cabinet for tools | | | | | | | | | 91,495 |
| O-10184 | 1 | Projector -Optima Projector | | | | | | | | | 117,775 |
| O-10187 | 1 | Reven Dynex Lowcost from B&E Lots for Onkco's Mig's Office | | | | | | | | | 136,171 |
| O-10188 | 1 | Samsung 30" Range & Microwave for Shop | | | | | | | | | 346,566 |
| O-10189 | 1 | Desk -Cheryman Office Desk w/ return | | | | | | | | | 409,533 |
| O-10190 | 1 | Desk -Cheryman Office Desk w/ return | | | | | | | | | 126,271 |
| O-10191 | 1 | Chair -88T Hi-Back Black Chair | | | | | | | | | 82,222 |
| O-10192 | 1 | Chair -Bar Braindy Hi-Back Black Chair | | | | | | | | | 146,444 |
| O-10193 | 1 | File Cabinet -Plur-Hon 4 Drawer Legal File Cabinet | | | | | | | | | 819,883 |
| O-10194 | 1 | Tent (20' x 20') | | | | | | | | | 148,083 |
| O-10195 | 1 | Time Clock | | | | | | | | | 335,999 |
| O-10196 | 1 | Desk -Sauder Cornerstone Executive Desk | | | | | | | | | 315,860 |
| O-10197 | 1 | Hon File Cabinet, Lateral 1 drawer | | | | | | | | | 315,860 |
| O-10198 | 1 | Hon File Cabinet, Lateral 2 drawer | | | | | | | | | 315,860 |
| O-10199 | 1 | Hon File Cabinet, Legal 5 Drawer w/lock | | | | | | | | | 323,331 |
| O-10200 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10201 | 1 | Chair - High Back, Pneumatic | | | | | | | | | 154,141 |
| O-10202 | 1 | Chair - High Back, Pneumatic | | | | | | | | | 315,071 |
| O-10203 | 1 | Hon Desk, Single Pedestal, Right, 66x30 | | | | | | | | | 315,071 |
| O-10204 | 1 | Hon Desk, Single Pedestal Right, 66x30 | | | | | | | | | 315,071 |
| O-10205 | 1 | Hon Desk, Single Pedestal Left, 66x30 | | | | | | | | | 315,071 |
| O-10206 | 1 | Hon Desk, Single Pedestal, Left, 66x30 | | | | | | | | | 209,860 |
| O-10207 | 1 | Hon Return, Right, 48x24 | | | | | | | | | 209,860 |
| O-10208 | 1 | Hon Return, Right, 48x24 | | | | | | | | | 209,860 |
| O-10209 | 1 | Hon Return, Right, 48x24 | | | | | | | | | 209,860 |
| O-10210 | 1 | Hon Return, Right, 48x24 | | | | | | | | | 209,860 |
| O-10211 | 1 | Hon Return, Left, 48x24 | | | | | | | | | 209,860 |
| O-10212 | 1 | Hon Return, Left, 48x24 | | | | | | | | | 209,860 |
| O-10213 | 1 | Hon Return, Left, 48x24 | | | | | | | | | 209,860 |
| O-10214 | 1 | Hon Return, Left, 48x24 | | | | | | | | | 209,860 |
| O-10215 | 1 | Hon Desk, Single Pedestal, Right, 72x36 | | | | | | | | | 350,117 |
| O-10216 | 1 | Hon Desk, Single Pedestal Right, 72x36 | | | | | | | | | 224,334 |
| O-10217 | 1 | Hon Storage, Stack On | | | | | | | | | 224,334 |
| O-10218 | 1 | Hon Storage, Stack On | | | | | | | | | 350,117 |
| O-10219 | 1 | Hon Storage, Stack On | | | | | | | | | 224,334 |
| O-10220 | 1 | Hon Desk, Double Pedestal, 72x36 | | | | | | | | | 350,117 |
| O-10221 | 1 | Hon Desk, Double Pedestal, 72x36 | | | | | | | | | 224,334 |
| O-10222 | 1 | Hon Storage, Stack On | | | | | | | | | 182,222 |
| O-10223 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10224 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10225 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10226 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10227 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10228 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |
| O-10229 | 1 | Chair - Eur Executive Task, Charcoal | | | | | | | | | 182,222 |

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Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit Id | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|---------------|--------|----------------------------------|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| O-10230 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10231 | 1 | Hr Hhl Chest, Narrow | | | | | | | | | 322.56 |
| O-10232 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10233 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10234 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10235 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10236 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10237 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10238 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10239 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10240 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10241 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10242 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10243 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10244 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10245 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10246 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10247 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10248 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10249 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10250 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10251 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10252 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10253 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10254 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10255 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10256 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10257 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10258 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10259 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10260 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10261 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10262 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10263 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10264 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10265 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10266 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| O-10267 | 1 | Chair - Executive Task, Charcoal | | | | | | | | | 182.22 |
| OBT-01 | 1 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 2,137.06 |
| OBT-01 | 3 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 6,411.18 |
| OBT-01 | 5 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 10,687.90 |
| OBT-02 | 1 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 2,137.06 |
| OBT-02 | 3 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 6,411.18 |
| OBT-02 | 5 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 10,687.90 |
| OBT-03 | 1 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 2,137.06 |
| OBT-03 | 3 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 6,411.18 |
| OBT-03 | 5 | Office Bulk Tank, sold mounted | WSPS | | | | | | | | 10,687.90 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| 0E-00001 | | 1 Bloch 21CPW Copier/Scanner/Fax | | | | | | | | | 1,629.26 |
| 0E-00002 | | 1 Phone System for Pleasanton | | | | | | | | | 11,914.91 |
| 0E-10270 | | 1 Bloch 21CPW Copier/Scanner/Fax for Man Camp - Currito | | | | | | | | | 1,595.80 |
| 0E-10287 | | 1 15-Channel IP Intercom Unit for Toshiba phone system | | | | | | | | | 1,107.45 |
| 0E-10288 | | 1 CIN670 series rack-mount phone cabinet | | | | | | | | | 4,536.58 |
| 0E-10290 | | 1 Binding Machine | | | | | | | | | 371.67 |
| 0F-00001 | | 1 Chairs - Rep Side Chair Black Leather | | | | | | | | | 1,680.11 |
| 0F-00002 | | 1 Chair (1) | | | | | | | | | 402.98 |
| 0F-00003 | | 1 Chairs - Mid-Back Contoured Chair (8) | | | | | | | | | 3,119.42 |
| 0F-00004 | | 1 File Cabinet - 4 Drawer Lateral (20) | | | | | | | | | 9,455.60 |
| 0F-00005 | | 1 Shelving (2) | | | | | | | | | 324.66 |
| 0F-00006 | | 1 Desk (9) | | | | | | | | | 29,877.09 |
| 0F-00007 | | 1 File Cabinet - 2 Drawer Lateral (8) | | | | | | | | | 3,188.65 |
| 0F-00008 | | 1 Misc Office Supplies - Calculator, Tape, 3-hole punch, tray, folder, board | | | | | | | | | 510.38 |
| 0F-00009 | | 1 Chairs - Managerial Mid Back (10) | | | | | | | | | 1,904.70 |
| 0F-00010 | | 1 Storage Hutch (10) | | | | | | | | | 5,565.96 |
| 0F-00011 | | 1 Chairs - Executive (8) | | | | | | | | | 3,714.82 |
| 0F-00012 | | 1 Desk - 36x72 Bow Veneer L Desk | | | | | | | | | 1,715.76 |
| 0F-00013 | | 1 Table - 144x48 Boat Table | | | | | | | | | 1,883.22 |
| 0F-00014 | | 1 Personal Storage Tower (2) | | | | | | | | | 2,175.58 |
| 0F-00015 | | 1 File Cabinet - Lateral File w/ Storage | | | | | | | | | 688.19 |
| 0F-00016 | | 1 Keyboard Tray (3) | | | | | | | | | 923.40 |
| 0F-00017 | | 1 M. Moreno Espresso - 1/22/12-19/12 TVs / Computer - Dallas | | | | | | | | | 6,263.13 |
| 0F-00018 | | 1 42 x 49 Panels w/ wall mount kits & Height Connects (5) | | | | | | | | | 1,056.98 |
| 0F-00019 | | 1 65 x 75 Panels w/ wall mount kits & Height Connects (5) | | | | | | | | | 793.85 |
| 0F-00020 | | 1 Storage Hutch (2) | | | | | | | | | 881.85 |
| 0F-00021 | | 1 Chair - Black Leather Guest Chair (4) | | | | | | | | | 306.49 |
| 0F-00022 | | 1 Desks (4) | | | | | | | | | 1,781.01 |
| 0F-00023 | | 1 Chair - Executive High Back Black (8) | | | | | | | | | 1,510.14 |
| 0F-00024 | | 1 Chairs (2) | | | | | | | | | 440.82 |
| 0F-00025 | | 1 File Cabinet - 4 Drawer (1) | | | | | | | | | 601.90 |
| 0F-00026 | | 1 Desk (3) / Chairs (2) | | | | | | | | | 994.37 |
| 0F-00027 | | 1 Desk 66 x 30 (1) | | | | | | | | | 787.42 |
| 0F-00028 | | 1 File Cabinet - 4 Drawer (1) | | | | | | | | | 373.41 |
| 0F-00029 | | 1 Picnic Table (1) | | | | | | | | | 182.62 |
| 0F-00030 | | 1 Used Wood Desk (1) | | | | | | | | | 206.12 |
| 0F-00031 | | 1 Desk Shell 24x48 & Divider Panels (1) | | | | | | | | | 313.39 |
| 0F-00032 | | 1 Desk - Reception (1) | | | | | | | | | 557.95 |
| 0F-00033 | | 1 Bookcase - Reception (1) | | | | | | | | | 107.64 |
| 0F-00034 | | 1 File Cabinet - 2 Drawer Lateral - Reception (1) | | | | | | | | | 219.85 |
| 0F-00035 | | 1 Coffee Table - Reception (1) | | | | | | | | | 82.21 |
| 0F-00036 | | 1 Table - 42" Round - Reception (1) | | | | | | | | | 142.34 |
| 0F-00037 | | 1 Chair - Guest, Black - Reception (4) | | | | | | | | | 789.59 |
| 0F-00038 | | 1 Desk - 30x60 - Printer Room (1) | | | | | | | | | 113.20 |
| 0F-00039 | | 1 Storage Cabinet - 66" - Printer Room (1) | | | | | | | | | 219.85 |
| 0F-00040 | | 1 Desk - 36x72 - Admin Office (1) | | | | | | | | | 450.40 |
| 0F-00041 | | 1 File Cabinet - 2 Drawer Lateral - Admin Office (1) | | | | | | | | | 219.85 |
| 0F-00042 | | 1 Desk - 36x72 DM Office (1) | | | | | | | | | 450.40 |
| 0F-00043 | | 1 File Cabinet - 2 Drawer Lateral - DM Office (1) | | | | | | | | | 219.85 |
| 0F-00044 | | 1 Bookcase - 72" DM Office (1) | | | | | | | | | 142.84 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|----------|---|---------------|--------------|------|------|-------|-------------------|-------------------|-----------|
| OF-00045 | | 1 Table - 42" Round - DM Office (1) | | | | | | | | 142.34 |
| OF-00046 | | 1 Desk - 30x66 - Field Sup (1) | | | | | | | | 484.27 |
| OF-00047 | | 1 File Cabinet - 2 drawer lateral - Field Sup (1) | | | | | | | | 219.85 |
| OF-00048 | | 1 Bookcase - 30" Field Sup (1) | | | | | | | | 72.92 |
| OF-00049 | | 1 Credenza (1) | | | | | | | | 288.06 |
| OF-00050 | | 1 Bookcase - 71" (1) | | | | | | | | 142.34 |
| OF-00051 | | 1 Chair - Banter Oblong (2) | | | | | | | | 163.21 |
| OF-00052 | | 1 Desk - 36x72 Equip Mng'r (2) | | | | | | | | 897.38 |
| OF-00053 | | 1 Hutch - 71" Equip Mng'r (1) | | | | | | | | 185.12 |
| OF-00054 | | 1 Bookcase - 71" Equip Mng'r (2) | | | | | | | | 283.48 |
| OF-00055 | | 1 Chair - Slide Black - Equip Mng'r (2) | | | | | | | | 384.41 |
| OF-00056 | | 1 Chair - Exec Blk - Equip Mng'r (3) | | | | | | | | 477.25 |
| OF-00057 | | 1 Desk - 30x66 (1) | | | | | | | | 800.75 |
| OF-00058 | | 1 Desk - 30x66 Field Sup (2) | | | | | | | | 1,081.47 |
| OF-00059 | | 1 Desk - 30x66 Field Engineer (3) | | | | | | | | 1,078.37 |
| OF-00060 | | 1 Bookcase - 71" Field Engineer (1) | | | | | | | | 142.34 |
| OF-00061 | | 1 Desk - 30x66 DM Eng (1) | | | | | | | | 385.85 |
| OF-00062 | | 1 Bookcase - 71" DM Eng (1) | | | | | | | | 142.34 |
| OF-00063 | | 1 Desk - 30x66 E-Tech (2) | | | | | | | | 789.47 |
| OF-00064 | | 1 Bookcase - 71" E-Tech (2) | | | | | | | | 279.06 |
| OF-00065 | | 1 Desk - 36x70 Maint Mng'r (1) | | | | | | | | 446.98 |
| OF-00066 | | 1 Bookcase - 71" Maint Mng'r (2) | | | | | | | | 279.06 |
| OF-00067 | | 1 Chair - Leather Blk Maint Mng'r (2) | | | | | | | | 464.18 |
| OF-00068 | | 1 Credenza - Conf Room (2) | | | | | | | | 571.67 |
| OF-00069 | | 1 Chair - Used Task Black - Dispatch Office (4) | | | | | | | | 174.32 |
| OF-00070 | | 1 Picnic Table (1) | | | | | | | | 690.47 |
| OF-00071 | | 1 Desk - U Shaped Ultra (10) | | | | | | | | 11,799.18 |
| OF-00072 | | 1 Bookcase - 5 shelf (11) | | | | | | | | 2,049.12 |
| OF-00073 | | 1 Tables - Round (3) | | | | | | | | 528.97 |
| OF-00074 | | 1 Desk - OFD L Shaped (3) | | | | | | | | 2,146.42 |
| OF-00075 | | 1 Desk - L Shaped w/ Hutch (1) | | | | | | | | 1,071.33 |
| OF-00076 | | 1 Desk (3) | | | | | | | | 1,191.09 |
| OF-00077 | | 1 Conference Table | | | | | | | | 710.20 |
| OF-00078 | | 1 Chairs - Mesh (17) | | | | | | | | 3,928.61 |
| OF-00079 | | 1 Chairs - OFD Conference Chairs (12) | | | | | | | | 4,746.92 |
| OF-00080 | | 1 Chairs - Lounge (3) | | | | | | | | 2,993.85 |
| OF-00081 | | 1 Chairs - Lounge (3) | | | | | | | | 817.03 |
| OF-00082 | | 1 Sofa Black faux leather | | | | | | | | 731.65 |
| OF-00083 | | 1 Table - (5) | | | | | | | | 1,262.89 |
| OF-00084 | | 1 Three High Lateral 36" | | | | | | | | 2,106.23 |
| OF-00085 | | 1 Kitchen Table - White (2) | | | | | | | | 212.29 |
| OF-00086 | | 1 Kitchen Chairs - White (5) | | | | | | | | 221.24 |
| OF-00087 | | 3 Wood Storage Unit - Conf Room (1) | | | | | | | | 106.31 |
| OF-00088 | | 1 Table - Glass End Reception Area | | | | | | | | 142.55 |
| OF-00089 | | 1 Computer Stand (2) * | | | | | | | | 169.95 |
| OF-00090 | | 1 File Cabinet - Lateral File w/ lock our shakes | | | | | | | | 721.82 |
| P-1 | | 1 P-1 Pump Unit - High pressure hoses | WSPS | RST | 1998 | CURK | | | CAREHRCO | 113.88 |
| P-1 | | 3 P-1 Pump Unit - complete swivel valves | WSPS | RST | 1998 | CURK | | | CAREHRCO | 20.83 |
| P-1 | | 1 P-1 Pump Unit - swivel end parts | WSPS | RST | 1998 | CURK | | | CAREHRCO | 17.85 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC

Fixed Asset Schedule

as of 1/31/2014

| Asset Line # | Asset Class | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | Physical Location | Value |
|--------------|-------------|--|---------------|--------------|-------------------|------|--------------|-------|-------------------|-------------------|--------------|
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 78.81 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 3.96 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 4.94 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 26.10 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 90.22 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 73.58 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 36.88 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 1.9147 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 1.232.75 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 1.350.55 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 1.174.10 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1998 | CLK | | | CARENCRO | \$ 15.570.09 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 1,804.49 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 38.91 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 12.38 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 4.37 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 307.73 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 49,770.82 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 2008 | Chassis King | | | CARENCRO | \$ 1,550.44 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 4.08 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 1.74 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 10.85 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 7.75 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ - |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 2,654.61 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ - |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 1,221.36 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 36.88 |
| P-1 | P-1 | P-1 Pump Unit - 47 drop back tandem with trailer frame | WSPS | RST | 1C0213239WA006401 | 1974 | JTL | | | CARENCRO | \$ 246.03 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit ID# Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-----------------------|---|---------------|--------------|-------------------|------|------|-------|-------------------|-------------------|---------------|
| P-5 | | P-5 Pump Unit - Plug valves (qty 3) | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 140.59 |
| P-5 | | P-5 Pump Unit - flow analyzer MC-11 (rate meter) | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 26.07 |
| P-5 | | P-5 Pump Unit - 500hp triplex pump | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 48.24 |
| P-5 | | P-5 Pump Unit - parts for tool box | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 52.34 |
| P-5 | | P-5 Pump Unit - air starter and parts | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 9.80 |
| P-5 | | P-5 Pump Unit - valve air tank | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 117.18 |
| P-5 | | P-5 Pump Unit - plug valve | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 22.42 |
| P-5 | | P-5 Pump Unit - 500hp triplex pump and motor | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 204.1 |
| P-5 | | P-5 Pump Unit - pneumatic valves | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 57.17 |
| P-5 | | P-5 Pump Unit - high pressure connections | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 80.47 |
| P-5 | | P-5 Pump Unit - air tank | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 34.50 |
| P-5 | | P-5 Pump Unit - modified high pressure bleed off line | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 17.41 |
| P-5 | | P-5 Pump Unit - bleed | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 22.42 |
| P-5 | | P-5 Pump Unit - valves, swages, nipple | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 204.1 |
| P-5 | | P-5 Centrifugal pump | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 57.17 |
| P-5 | | P-5 Pump Unit - high pressure treating iron | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 80.47 |
| P-5 | | P-5 Pump Unit - 2" figure 1500 swage for tool box | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 34.50 |
| P-5 | | P-5 rebarbit and gask unit | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 17.41 |
| P-5 | | P-5 pump unit - hard tank and connections | WSPS | RST | B049TFS5 | 1974 | JTL | | | CARECRO | \$ 22.42 |
| P-7 | | P-7 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-7 | CARECRO | \$ 56.87 |
| P-7 | | P-7 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-7 | CARECRO | \$ 288,024.59 |
| P-7 | | P-7 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-7 | CARECRO | \$ 13,644.49 |
| P-8 | | P-8 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-8 | DUHON | \$ 339,088.48 |
| P-8 | | P-8 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-8 | DUHON | \$ 85,684.89 |
| P-8 | | P-8 Pump Unit - 500hp triplex pump powered by Caterpillar diesel engine with auto | WSPS | RST | 07A45169DE0423001 | 2007 | ASSM | | P-8 | DUHON | \$ 85,684.89 |
| P-9 | | P-9 Pump Unit | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 351,716.01 |
| P-9 | | P-9 Pump Unit - 7000 hp Triplex Pump | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 81,904.84 |
| P-9 | | P-9 Pump Unit - 500hp triplex pump | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 8,777.31 |
| P-9 | | P-9 Pump Unit - 500hp triplex pump | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 85,684.89 |
| P-9 | | P-9 Pump Unit - Add on Plug Joints | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 7,754.05 |
| P-9 | | P-9 Pump Unit | WSPS | RST | 07A45169DE0423003 | 2007 | ASST | | | CARECRO | \$ 100,097.83 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Sub# | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Mfrs | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|------|-------------|---------------|--------------|------------------|----|-----------|-----------------|-------------------|-------------------|---------------|
| PE-001 | 1 | Power End | FSFP | | 016131A10778 | | FMC | WT2445 Triplex | TFP-052 | ABBEVILLE | \$ 177,084.54 |
| PE-002 | 1 | Power End | FSFP | | 016131A10779 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-003 | 1 | Power End | FSFP | | 030112A10836 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-004 | 1 | Power End | FSFP | | 030112A10837 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-006 | 1 | Power End | FSFP | | 020812A10570 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-007 | 1 | Power End | FSFP | | 0201012A10266 | | FMC | WT2445 Triplex | TFP-063 | ABBEVILLE | \$ 177,181.50 |
| PE-008 | 1 | Power End | FSFP | | 0201012A10267 | | FMC | WT2445 Triplex | TFP-057 | ABBEVILLE | \$ 177,181.50 |
| PE-009 | 1 | Power End | FSFP | | 091411A11073 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 130,389.28 |
| PE-010 | 1 | Power End | FSFP | | 102111A10314 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-011 | 1 | Power End | FSFP | | 102111A10315 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-012 | 1 | Power End | FSFP | | 120911A10881 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-013 | 1 | Power End | FSFP | | 120911A10882 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 166,875.66 |
| PE-014 | 1 | Power End | FSFP | | 121411A10480 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,181.50 |
| PE-015 | 1 | Power End | FSFP | | 121411A10481 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 172,180.68 |
| PE-016 | 1 | Power End | FSFP | | 11645 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 167,076.74 |
| PE-018 | 1 | Power End | FSFP | | 11662 | | JEREN-OFM | 2350 Triplex | TFP-059 | PENNSYLVANIA | \$ 59,682.37 |
| PE-019 | 1 | Power End | FSFP | | 11665 | | JEREN-OFM | 2350 Triplex | TFP-068 | PENNSYLVANIA | \$ 45,254.61 |
| PE-020 | 1 | Power End | FSFP | | 11666 | | JEREN-OFM | 2350 Triplex | TFP-031 | ABBEVILLE | \$ 57,813.52 |
| PE-021 | 1 | Power End | FSFP | | 11667 | | JEREN-OFM | 2350 Triplex | TFP-004 | ABBEVILLE | \$ 59,682.37 |
| PE-022 | 1 | Power End | FSFP | | 11306 | | JEREN-OFM | 2350 Triplex | TFP-060 | PENNSYLVANIA | \$ 59,682.37 |
| PE-023 | 1 | Power End | FSFP | | 11555 | | JEREN-OFM | 2350 Triplex | TFP-001 | ABBEVILLE | \$ 78,903.60 |
| PE-024 | 1 | Power End | FSFP | | 11556 | | JEREN-OFM | 2350 Triplex | TFP-002 | PENNSYLVANIA | \$ 97,505.65 |
| PE-025 | 1 | Power End | FSFP | | 11306 | | JEREN-OFM | 2350 Triplex | TFP-005 | ABBEVILLE | \$ 90,776.52 |
| PE-026 | 1 | Power End | FSFP | | 11222 | | JEREN-OFM | 2500 Quintaplex | TFP-006 | ABBEVILLE | \$ 78,903.60 |
| PE-027 | 1 | Power End | FSFP | | 11221 | | JEREN-OFM | 2500 Quintaplex | TFP-007 | ABBEVILLE | \$ 110,131.99 |
| PE-028 | 1 | Power End | FSFP | | 11227 | | JEREN-OFM | 2500 Quintaplex | TFP-008 | ABBEVILLE | \$ 110,131.99 |
| PE-029 | 1 | Power End | FSFP | | 11210 | | JEREN-OFM | 2500 Quintaplex | TFP-009 | ABBEVILLE | \$ 112,352.08 |
| PE-030 | 1 | Power End | FSFP | | 11223 | | JEREN-OFM | 2500 Quintaplex | TFP-010 | ABBEVILLE | \$ 110,131.99 |
| PE-031 | 1 | Power End | FSFP | | 11641 | | JEREN-OFM | 2350 Triplex | TFP-011 | PENNSYLVANIA | \$ 52,916.68 |
| PE-032 | 1 | Power End | FSFP | | 11643 | | JEREN-OFM | 2350 Triplex | TFP-012 | PENNSYLVANIA | \$ 65,105.88 |
| PE-034 | 1 | Power End | FSFP | | 11644 | | JEREN-OFM | 2350 Triplex | TFP-014 | PENNSYLVANIA | \$ 65,105.88 |
| PE-035 | 1 | Power End | FSFP | | 11640 | | JEREN-OFM | 2350 Triplex | TFP-015 | PENNSYLVANIA | \$ 52,916.68 |
| PE-036 | 1 | Power End | FSFP | | 06171A10441 | | FMC | 2445 Triplex | TFP-018 | ABBEVILLE | \$ 166,991.82 |
| PE-037 | 1 | Power End | FSFP | | 092611A11136 | | FMC | 2445 Triplex | TFP-017 | ABBEVILLE | \$ 166,884.24 |
| PE-038 | 1 | Power End | FSFP | | A10441 | | FMC | 2445 Triplex | TFP-018 | ABBEVILLE | \$ 166,991.82 |
| PE-039 | 1 | Power End | FSFP | | 10061A10892 | | FMC | 2445 Triplex | TFP-019 | ABBEVILLE | \$ 166,980.11 |
| PE-040 | 1 | Power End | FSFP | | 092611A11135 | | FMC | 2445 Triplex | TFP-020 | ABBEVILLE | \$ 166,884.24 |
| PE-041 | 1 | Power End | FSFP | | 071211A10444 | | FMC | 2445 Triplex | TFP-021 | ABBEVILLE | \$ 177,176.59 |
| PE-042 | 1 | Power End | FSFP | | 071211A10445 | | FMC | 2445 Triplex | TFP-022 | ABBEVILLE | \$ 172,074.19 |
| PE-048 | 1 | Power End | FSFP | | 092611A11133 | | FMC | 2445 Triplex | TFP-023 | ABBEVILLE | \$ 171,960.39 |
| PE-044 | 1 | Power End | FSFP | | 092611A11134 | | FMC | 2445 Triplex | TFP-027 | ABBEVILLE | \$ 172,082.20 |
| PE-045 | 1 | Power End | FSFP | | 10061A10895 | | FMC | 2445 Triplex | TFP-025 | ABBEVILLE | \$ 171,960.40 |
| PE-046 | 1 | Power End | FSFP | | 10061A10894 | | FMC | 2445 Triplex | TFP-029 | ABBEVILLE | \$ 172,082.20 |
| PE-047 | 1 | Power End | FSFP | | 11658 | | JEREN-OFM | 2350 Triplex | TFP-029 | ABBEVILLE | \$ 55,663.22 |
| PE-048 | 1 | Power End | FSFP | | 091311A11149 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 171,960.39 |
| PE-049 | 1 | Power End | FSFP | | 091411A11072 | | FMC | WT2445 Triplex | | ABBEVILLE | \$ 177,089.83 |
| PE-050 | 1 | Power End | FSFP | | 102111A10313 | | FMC | 2445 Triplex | | ABBEVILLE | \$ 177,084.54 |
| PE-051 | 1 | Power End | FSFP | | 11657 | | JEREN-OFM | 2350 Triplex | TFP-066 | ABBEVILLE | \$ 71,076.59 |
| PE-052 | 1 | Power End | FSFP | | 11642 | | JEREN-OFM | 2350 Triplex | TFP-036 | ABBEVILLE | \$ 69,085.30 |

Schedule 1 - Filled Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Filled Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---------------------------------|---------------|--------------|-------------------|------|------------|-----------------|-------------------|-------------------|---------------|
| PE-003 | 1 | Power End | FSFP | | 11650 | | JEREH -OFM | 2550 Triplex | TFP-037 | PENNSYLVANIA | \$ 67,096.59 |
| PE-004 | 1 | Power End | FSFP | | 11651 | | JEREH -OFM | 2550 Triplex | TFP-038 | PENNSYLVANIA | \$ 59,682.37 |
| PE-005 | 1 | Power End | FSFP | | 11651 | | JEREH -OFM | 2550 Triplex | TFP-039 | PENNSYLVANIA | \$ 59,682.37 |
| PE-007 | 1 | Power End | FSFP | | 11663 | | JEREH -OFM | 2550 Triplex | TFP-040 | PENNSYLVANIA | \$ 59,682.37 |
| PE-008 | 1 | Power End | FSFP | | 140931 | | JEREH -OFM | 2500 Quintaplex | TFP-042 | PENNSYLVANIA | \$ 112,352.08 |
| PE-009 | 1 | Power End | FSFP | | 11232 | | JEREH -OFM | 2500 Quintaplex | TFP-047 | ABBEVILLE | \$ 112,352.08 |
| PE-060 | 1 | Power End | FSFP | | 11734 | | JEREH -OFM | 2500 Quintaplex | TFP-048 | ABBEVILLE | \$ 112,352.08 |
| PE-061 | 1 | Power End | FSFP | | 11647 | | JEREH -OFM | 2550 Triplex | TFP-050 | PENNSYLVANIA | \$ 59,682.37 |
| PE-062 | 1 | Power End | FSFP | | 11216 | | JEREH -OFM | 2500 Quintaplex | TFP-061 | ABBEVILLE | \$ 110,131.99 |
| PE-063 | 1 | Power End | FSFP | | 11646 | | JEREH -OFM | 2550 Triplex | TFP-062 | PENNSYLVANIA | \$ 61,452.12 |
| PE-064 | 1 | Power End | FSFP | | 11652 | | JEREH -OFM | 2550 Triplex | TFP-063 | PENNSYLVANIA | \$ 45,254.61 |
| PE-065 | 1 | Power End | FSFP | | 11663 | | JEREH -OFM | 2550 Triplex | TFP-064 | PENNSYLVANIA | \$ 61,452.12 |
| PE-066 | 1 | Power End | FSFP | | 11660 | | JEREH -OFM | 2550 Triplex | TFP-065 | PENNSYLVANIA | \$ 82,165.14 |
| PE-069 | 1 | Power End | FSFP | | 11638 | | JEREH -OFM | 2350 Triplex | TFP-069 | ABBEVILLE | \$ 88,019.32 |
| PE-073 | 1 | Power End | FSFP | | 11791 | | JEREH -OFM | WT2445 Triplex | TFP-043 | PENNSYLVANIA | \$ 86,482.31 |
| PE-074 | 1 | Power End | FSFP | | 11792 | | JEREH -OFM | WT2445 Triplex | TFP-016 | PENNSYLVANIA | \$ 86,482.31 |
| PE-075 | 1 | Power End | FSFP | | 11683 | | JEREH -OFM | 2550 Triplex | TFP-035 | ABBEVILLE | \$ 86,461.06 |
| PE-076 | 1 | Power End | FSFP | | 11681 | | JEREH -OFM | WT2445 Triplex | TFP-032 | ABBEVILLE | \$ 86,461.06 |
| PE-077 | 1 | Power End | FSFP | | 11679 | | JEREH -OFM | 2550 Triplex | TFP-055 | ABBEVILLE | \$ 86,482.31 |
| PE-078 | 1 | Power End | FSFP | | 11789 | | JEREH -OFM | 2350 Triplex | TFP-084 | ABBEVILLE | \$ 86,482.31 |
| PE-079 | 1 | Power End | FSFP | | 11608 | | JEREH -OFM | WT2445 Triplex | TFP-090 | ABBEVILLE | \$ 86,461.06 |
| PE-080 | 1 | Power End | FSFP | | 11682 | | JEREH -OFM | WT2445 Triplex | TFP-028 | ABBEVILLE | \$ 86,461.06 |
| PE-081 | 1 | Power End | FSFP | | 11671 | | JEREH -OFM | WT2445 Triplex | TFP-024 | ABBEVILLE | \$ 86,461.06 |
| PE-082 | 1 | Power End | FSFP | | 11677 | | JEREH -OFM | WT2445 Triplex | TFP-026 | ABBEVILLE | \$ 86,461.06 |
| PE-083 | 1 | Power End | FSFP | | 11790 | | JEREH -OFM | 2550 Triplex | TFP-073 | ABBEVILLE | \$ 88,745.72 |
| PE-084 | 1 | Power End | FSFP | | 11678 | | JEREH -OFM | 2550 Triplex | TFP-077 | ABBEVILLE | \$ 88,745.72 |
| PE-085 | 1 | Power End | FSFP | | 11824 | | JEREH -OFM | 2550 Triplex | TFP-053 | PENNSYLVANIA | \$ 77,022.11 |
| PE-087 | 1 | Power End | FSFP | | 11814 | | JEREH -OFM | 2550 Triplex | TFP-046 | ABBEVILLE | \$ 86,461.06 |
| PE-088 | 1 | Power End | FSFP | | 11676 | | JEREH -OFM | 2350 Triplex | TFP-045 | ABBEVILLE | \$ 86,461.06 |
| PE-089 | 1 | Power End | FSFP | | 11805 | | JEREH -OFM | 2550 Triplex | TFP-034 | ABBEVILLE | \$ 86,461.06 |
| PE-090 | 1 | Power End | FSFP | | 11812 | | JEREH -OFM | 2350 Triplex | TFP-033 | ABBEVILLE | \$ 86,461.06 |
| PE-093 | 1 | Power End | FSFP | | 11680 | | JEREH -OFM | 2550 Triplex | TFP-076 | ABBEVILLE | \$ 81,458.99 |
| PE-095 | 1 | Power End | FSFP | | 11748 | | JEREH -OFM | 2350 Triplex | TFP-074 | ABBEVILLE | \$ 81,458.99 |
| PAT-001 | 1 | 2003 Dodge 1500 pickup | WSP5 | RSV | 3076A28D75072083 | 2003 | Dodge | RAM | | CARENCIO | \$ 596.13 |
| PAT-003 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-004 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-005 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-006 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-007 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-008 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-009 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-010 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-011 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-012 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-013 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-014 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-015 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-016 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-017 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-018 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-019 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-020 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-021 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-022 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-023 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-024 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-025 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-026 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-027 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-028 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-029 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-030 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-031 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-032 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-033 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-034 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-035 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-036 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-037 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-038 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-039 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-040 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-041 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-042 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-043 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-044 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-045 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |
| PAT-046 | 1 | 2003 Chevrolet Silverado pickup | WSP5 | RSV | LGCHC231103717131 | 2003 | Chevrolet | 2500 Crew Cab | | CARENCIO | \$ |

Schedule 1 - Filled Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|--|---------------|--------------|-------------------|------|-------|---------------|-------------------|-------------------|--------------|
| PKT-006 | | 3 CB Radio for 2005 Dodge pickup | WSPS | RSV | 3D7R23C05G717983 | 2005 | Dodge | 2500 | | CARENCRO | \$ |
| PKT-008 | | 1 2006 Dodge 1500 pickup WIN2839 | FSAX | RSV | 3D7R23C06G131819 | 2006 | Dodge | 2500CC | | ABBEVILLE | \$ 1,231.96 |
| PKT-009 | | 1 2006 Dodge Ram pickup WIN2957 | WSPS | RSV | 3D7R23C06G131819 | 2006 | Dodge | RAM | | CARENCRO | \$ 968.66 |
| PKT-010 | | 1 Pickup Truck | FSAX | RSV | 3D7R23C06G131819 | 2006 | Dodge | RAM | | CARENCRO | \$ |
| PKT-011 | | 1 2004 FORD F150 (A/BAT (other needs to be) | WSPS | RSV | 1FTFW121K0681488 | 2004 | Ford | F150 | | ABBEVILLE | \$ 847.21 |
| PKT-013 | | 1 2007 Ford F250 pickup | FSAX | RSV | 1FTRW121W97K07020 | 2007 | Ford | F150 | | CARENCRO | \$ 1,314.96 |
| PKT-014 | | 1 2007 Ford F250 pickup | WSPS | RSV | 1FTSW20778A02005 | 2007 | Ford | F250 | | DUMON | \$ 1,786.71 |
| PKT-015 | | 1 2007 GMC Sierra 4x4 pickup | FSAX | RSV | 3GTEA13M870513861 | 2007 | GMC | 1500 Crew Cab | | ABBEVILLE | \$ 1,407.65 |
| PKT-016 | | 1 2007 FORD F150 | WSPS | RSV | 1FTRW121W07856190 | 2007 | Ford | F150 | | CARENCRO | \$ 935.50 |
| PKT-017 | | 1 2007 FORD F150 | WSPS | RSV | 1FTRW121W07856190 | 2007 | Ford | F150 | | CARENCRO | \$ 935.50 |
| PKT-018 | | 1 2007 Ford F150 pickup | WSPS | RSV | 1FTRW121W07856190 | 2007 | Ford | F150 | | CARENCRO | \$ 1,394.81 |
| PKT-019 | | 1 2007 Ford F150 pickup | FSAX | RSV | 1FTRW121W07856190 | 2007 | Ford | F150 | | ABBEVILLE | \$ 1,394.81 |
| PKT-020 | | 1 2007 Ford F250 4x4 pickup | WSPS | RSV | 1FTSW20778A02005 | 2007 | Ford | F250 4x4 | | DUMON | \$ 1,543.57 |
| PKT-021 | | 1 2007 Ford F250 pickup | WSPS | RSV | 1FTSW20778A02005 | 2007 | Ford | F250 | | CARENCRO | \$ 1,550.05 |
| PKT-022 | | 3 Truck computer desk installed | WSPS | RSV | 1FTSW20778A02005 | 2007 | Ford | F250 | | CARENCRO | \$ 41.47 |
| PKT-023 | | 1 Pickup Truck | FSAX | RSV | 1FTSW20778A02005 | 2007 | Ford | F250 | | CARENCRO | \$ |
| PKT-024 | | 1 2008 Ford F150 pickup | FSAX | RSV | 1FTSW20827E49575 | 2008 | Ford | F150 | | ABBEVILLE | \$ 2,078.49 |
| PKT-025 | | 3 Pickup Truck computer desk installed | FSAX | RSV | 1FTSW20827E49575 | 2008 | Ford | F150 | | ABBEVILLE | \$ 25.91 |
| PKT-026 | | 1 Pickup Truck | FSAX | RSV | 1FTSW20827E49575 | 2008 | Ford | F150 | | ABBEVILLE | \$ |
| PKT-027 | | 1 2008 Ford F150 pickup | FSAX | RSV | 1FTSW20827E49575 | 2008 | Ford | F150 | | ABBEVILLE | \$ 6,312.50 |
| PKT-028 | | 1 Pickup Truck | FSAX | RSV | 1FTSW20827E49575 | 2008 | Ford | F150 | | ABBEVILLE | \$ 1,846.86 |
| PKT-029 | | 1 2009 Ford F250 Lariat Crew Cab (other: white) | WSPS | RSV | 1FTSW21060C00899 | 2009 | Ford | F250 | | ABBEVILLE | \$ 2,026.31 |
| PKT-030 | | 1 2010 Ford F-450 Chassis Cab Reg | FSAX | RSV | 3FRW121F06170778 | 2010 | Ford | F650 | | CARENCRO | \$ 10,736.79 |
| PKT-031 | | 2 2010 Ford F-450 Chassis Cab Reg - GPS Installation | FSAX | RSV | 3FRW121F06170778 | 2010 | Ford | F650 | | ABBEVILLE | \$ 62,076.50 |
| PKT-032 | | 1 Pickup Truck | FSAX | RSV | 1FTFW121F06170778 | 2011 | Ford | F250 Crew Cab | | ABBEVILLE | \$ 317.31 |
| PKT-033 | | 1 2011 Ford F-150 Crew Cab 2N1C7X2 | FSAX | RSV | 1FTFW121F06170778 | 2011 | Ford | F150 | | ABBEVILLE | \$ 5,136.98 |
| PKT-034 | | 1 Pickup Truck | FSAX | RSV | 1FTFW121F06170778 | 2011 | Ford | F150 | | ABBEVILLE | \$ 5,565.82 |
| PKT-035 | | 1 2011 Ford F-150 (white) | FSAX | RSV | 1FTFW121F06170778 | 2011 | Ford | F150 | | ABBEVILLE | \$ 84.35 |
| PKT-036 | | 1 2011 Ford F-150 (white) | FSAX | RSV | 1FTFW121F06170778 | 2011 | Ford | F150 | | ABBEVILLE | \$ 6,944.15 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit ID# Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-----------------------|---|---------------|--------------|-------------------|------|------|------------------|------------------------|-------------------|--------------|
| PKT-034 | 1 | 2011 Ford F-350 Crew Cab 3WD | FSAX | RSV | 1FT7W2A678EC11973 | 2011 | Ford | F350 | | ABBEVILLE | \$ 5,316.79 |
| PKT-034 | 2 | Pickup Truck | FSAX | RSV | 1FT7W2A678EC11973 | 2011 | Ford | F350 | | ABBEVILLE | \$ 261.59 |
| PKT-035 | 1 | Pickup Truck | FSAX | RSV | 1FT7W2A678EC11973 | 2011 | Ford | F350 | | ABBEVILLE | \$ 5,273.98 |
| PKT-036 | 1 | 2011 Ford F-150 Crew Cab F12 | W5CT | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | F150 Crew Cab 2WD Lx4d | DUMON | \$ 4,188.68 |
| PKT-037 | 1 | 2011 Ford F350 | FSAX | RSV | 1FTRW3A668ED0252 | 2011 | Ford | F350 | | ABBEVILLE | \$ 9,386.65 |
| PKT-038 | 1 | 2011 Ford F350 AXI Diesel Crew Cab Pickup Truck (white) | FSAX | RSV | 1FT7W2B158E213864 | 2011 | Ford | F350 | | ABBEVILLE | \$ 4,760.70 |
| PKT-039 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,411.85 |
| PKT-040 | 1 | 2011 Ford F350 | FSAX | RSV | 1FTRW3A668EC16673 | 2011 | Ford | F350 | | ABBEVILLE | \$ 9,028.77 |
| PKT-040 | 2 | Pickup Truck | FSAX | RSV | 1FTRW3A668EC16673 | 2011 | Ford | F350 | | ABBEVILLE | \$ 143.41 |
| PKT-040 | 3 | Pickup Truck | FSAX | RSV | 1FTRW3A668EC16673 | 2011 | Ford | F350 | | ABBEVILLE | \$ 439.89 |
| PKT-041 | 1 | 2011 Ford F350 AXI Diesel Crew Cab Pickup Truck (white) | W5CT | RSV | 1FTRW3B72CEA53820 | 2011 | Ford | F350 | | DUMON | \$ 5,066.08 |
| PKT-042 | 1 | 2011 Ford F150 | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 9,874.93 |
| PKT-043 | 1 | 2011 Ford F250 AXI Diesel Crew Cab Pickup Truck (white) | W5PS | RSV | 1FTRW2B708E47893 | 2011 | Ford | F250 | | CARENCRO | \$ 4,760.70 |
| PKT-044 | 1 | 2011 Ford F350 AXI Diesel Crew Cab Pickup Truck (white) | W5PS | RSV | 1FTRW3B708E47893 | 2011 | Ford | F350 | | CARENCRO | \$ 5,544.31 |
| PKT-045 | 1 | 2011 Ford F350 AXI Diesel Crew Cab Pickup Truck (white) | W5PS | RSV | 1FTRW3B708E47893 | 2011 | Ford | F350 | | CARENCRO | \$ 5,027.22 |
| PKT-046 | 1 | 2011 Ford F350 | W5CT | RSV | 1FTRW3A668EC16673 | 2011 | Ford | F350 | | CARENCRO | \$ 9,544.73 |
| PKT-047 | 1 | 2011 Ford F-450 (white) | FSAX | RSV | 3RNF6FC2W934722 | 2011 | Ford | F650 | | DUMON | \$ 70,710.01 |
| PKT-047 | 2 | Pickup Truck | FSAX | RSV | 3RNF6FC2W934722 | 2011 | Ford | F650 | | ABBEVILLE | \$ 2,800.45 |
| PKT-048 | 1 | Pickup Truck | FSAX | RSV | 3RNF6FC3W627000 | 2011 | Ford | F650 | | ABBEVILLE | \$ 79,783.09 |
| PKT-049 | 1 | Pickup Truck | FSAX | RSV | 3RNF6FC3W627000 | 2011 | Ford | F650 | | ABBEVILLE | \$ 54,300.05 |
| PKT-050 | 1 | 2012 Ford F350 | FSAX | RSV | 1FTRW3B72CEA53820 | 2012 | Ford | F350 | | ABBEVILLE | \$ 13,916.85 |
| PKT-051 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B72CEA53820 | 2012 | Ford | F350 | | ABBEVILLE | \$ 13,697.87 |
| PKT-052 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B72CEA53820 | 2012 | Ford | F350 | | PENNSYLVANIA | \$ 13,697.87 |
| PKT-053 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B72CEA53820 | 2012 | Ford | F350 | | ABBEVILLE | \$ 17,292.10 |
| PKT-054 | 1 | 2012 Ford F350 | FSAX | RSV | 1FTRW3B72CEA53820 | 2012 | Ford | F350 | | ABBEVILLE | \$ 14,078.84 |
| PKT-055 | 1 | Pickup Truck | FSAX | RSV | 1FTRW2B72CEM7848 | 2012 | Ford | F350 | | ABBEVILLE | \$ 27,181.59 |
| PKT-056 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | PENNSYLVANIA | \$ 12,897.35 |
| PKT-057 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,817.54 |
| PKT-058 | 1 | Pickup Truck - Ramdell Ferguson | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,817.54 |
| PKT-059 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 17,702.39 |
| PKT-060 | 1 | Pickup Truck | FSAX | RSV | 1FTFW2B72CEM7848 | 2012 | Ford | F350 | | ABBEVILLE | \$ 17,702.39 |
| PKT-061 | 1 | Pickup Truck | FSAX | RSV | 1FTFW2B72CEM7848 | 2012 | Ford | F350 | | ABBEVILLE | \$ 17,702.39 |
| PKT-062 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 17,702.39 |
| PKT-063 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,623.33 |
| PKT-064 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,623.33 |
| PKT-065 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,623.33 |
| PKT-066 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2011 | Ford | F150 | | ABBEVILLE | \$ 12,623.33 |
| PKT-067 | 1 | SUV | FSAX | RSV | 1PMUJH3VCE511040 | 2012 | Ford | Supadition (SUV) | | ABBEVILLE | \$ 15,975.75 |
| PKT-068 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 14,992.00 |
| PKT-069 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 14,296.36 |
| PKT-070 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 14,211.47 |
| PKT-071 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 25,770.75 |
| PKT-072 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 25,770.75 |
| PKT-073 | 1 | Pickup Truck | FSAX | RSV | 3RNF6FC3W627000 | 2011 | Ford | F750 | | PENNSYLVANIA | \$ 72,487.18 |
| PKT-074 | 1 | Pickup Truck | FSAX | RSV | 3RNF6FC3W627000 | 2011 | Ford | F750 | | PENNSYLVANIA | \$ 72,487.18 |
| PKT-075 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1CT0802180 | 2012 | Ford | F150 | | ABBEVILLE | \$ 14,566.98 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Stk/Flt | Description | Make | Model | PK | YR | Vin # / Serial # | Sub-Category | Make | Model | PK | YR | Value |
|----------------|---------|-----------------------------|------|-------|--------------------|------|------------------|--------------|--------------|---------|------|-----------|-------|
| PKT-076 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE813464 | 2012 | Ford | F350 | ABBEVILLE | PKT-076 | 2012 | 18,867.53 | |
| PKT-077 | 1 | Pickup Truck - Mike Pire | FSAX | RSV | 1FTRW3B7CCE8192186 | 2012 | Ford | F350 | ABBEVILLE | PKT-077 | 2012 | 19,441.15 | |
| PKT-078 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE816192 | 2012 | Ford | F350 | ABBEVILLE | PKT-078 | 2012 | 19,154.03 | |
| PKT-079 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8140205 | 2012 | Ford | F350 | ABBEVILLE | PKT-079 | 2012 | 17,106.45 | |
| PKT-080 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8134443 | 2012 | Ford | F350 | ABBEVILLE | PKT-080 | 2012 | 14,767.93 | |
| PKT-081 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE819027 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-081 | 2012 | 34,632.11 | |
| PKT-082 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8155335 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-082 | 2012 | 21,533.19 | |
| PKT-083 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8106650 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-083 | 2012 | 19,598.10 | |
| PKT-084 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8109602 | 2012 | Ford | F350 | ABBEVILLE | PKT-084 | 2012 | 19,716.74 | |
| PKT-085 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8109604 | 2012 | Ford | F350 | ABBEVILLE | PKT-085 | 2012 | 18,889.59 | |
| PKT-086 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8109603 | 2012 | Ford | F350 | ABBEVILLE | PKT-086 | 2012 | 19,484.93 | |
| PKT-087 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE818068 | 2012 | Ford | F350 | ABBEVILLE | PKT-087 | 2012 | 26,802.62 | |
| PKT-088 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE818064 | 2012 | Ford | F350 | CARENCRO | PKT-088 | 2012 | 26,805.41 | |
| PKT-089 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE818060 | 2012 | Ford | F350 | ABBEVILLE | PKT-089 | 2012 | 27,555.71 | |
| PKT-090 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE818061 | 2012 | Ford | F350 | ABBEVILLE | PKT-090 | 2012 | 26,805.41 | |
| PKT-091 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE818062 | 2012 | Ford | F350 | CARENCRO | PKT-091 | 2012 | 26,802.62 | |
| PKT-092 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE818062 | 2012 | Ford | F350 | DUHOON | PKT-092 | 2012 | 25,215.11 | |
| PKT-093 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE813458 | 2012 | Ford | F350 | ABBEVILLE | PKT-093 | 2012 | 25,668.76 | |
| PKT-094 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE813458 | 2012 | Ford | F350 | DUHOON | PKT-094 | 2012 | 25,215.11 | |
| PKT-095 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE814255 | 2012 | Ford | F350 | CARENCRO | PKT-095 | 2012 | 25,215.11 | |
| PKT-096 | 1 | Pickup Truck - Max Smith | WSPS | RSV | 1FTRW3B7CCE8134744 | 2012 | Ford | F350 | CARENCRO | PKT-096 | 2012 | 25,251.42 | |
| PKT-097 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE81272 | 2012 | Ford | F350 | ABBEVILLE | PKT-097 | 2012 | 36,258.77 | |
| PKT-098 | 1 | Pickup Truck - Eric Wingate | FSAX | RSV | 1FTRW3B7CCE8197083 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-098 | 2012 | 30,096.75 | |
| PKT-099 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8100316 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-099 | 2012 | 27,332.49 | |
| PKT-100 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE810457 | 2012 | Ford | F350 | DUHOON | PKT-100 | 2012 | 27,332.49 | |
| PKT-101 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE810457 | 2012 | Ford | F350 | DUHOON | PKT-101 | 2012 | 27,332.49 | |
| PKT-102 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE810458 | 2012 | Ford | F350 | DUHOON | PKT-102 | 2012 | 27,158.58 | |
| PKT-103 | 1 | Pickup Truck | WSPS | RSV | 1FTRW3B7CCE810915 | 2012 | Ford | F350 | DUHOON | PKT-103 | 2012 | 27,158.58 | |
| PKT-104 | 2 | Pickup Truck - Toolbox | WSPS | RSV | 1FTRW3B7CCE810915 | 2012 | Ford | F350 | DUHOON | PKT-104 | 2012 | 27,158.58 | |
| PKT-105 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8180775 | 2012 | Ford | F350 | ABBEVILLE | PKT-105 | 2012 | 779.98 | |
| PKT-106 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8180649 | 2012 | Ford | F350 | ABBEVILLE | PKT-106 | 2012 | 19,742.44 | |
| PKT-107 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8180352 | 2012 | Ford | F350 | ABBEVILLE | PKT-107 | 2012 | 19,742.44 | |
| PKT-108 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8199743 | 2012 | Ford | F350 | ABBEVILLE | PKT-108 | 2012 | 19,742.44 | |
| PKT-109 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE817147 | 2012 | Ford | F350 | ABBEVILLE | PKT-109 | 2012 | 20,788.43 | |
| PKT-110 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8102045 | 2012 | Ford | F350 | ABBEVILLE | PKT-110 | 2012 | 20,788.43 | |
| PKT-111 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8102045 | 2012 | Ford | F350 | ABBEVILLE | PKT-111 | 2012 | 20,788.43 | |
| PKT-112 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE810205 | 2012 | Ford | F350 | ABBEVILLE | PKT-112 | 2012 | 21,467.81 | |
| PKT-113 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE810206 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-113 | 2012 | 20,210.13 | |
| PKT-114 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE811569 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-114 | 2012 | 27,946.45 | |
| PKT-115 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8100087 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-115 | 2012 | 34,337.84 | |
| PKT-116 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE813399 | 2012 | Ford | F350 | ABBEVILLE | PKT-116 | 2012 | 34,007.90 | |
| PKT-117 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8189914 | 2012 | Ford | F350 | ABBEVILLE | PKT-117 | 2012 | 26,117.79 | |
| PKT-118 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE813400 | 2012 | Ford | F350 | ABBEVILLE | PKT-118 | 2012 | 39,841.32 | |
| PKT-119 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8165777 | 2012 | Ford | F350 | ABBEVILLE | PKT-119 | 2012 | 20,126.63 | |
| PKT-120 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8130814 | 2012 | Ford | F350 | ABBEVILLE | PKT-120 | 2012 | 25,776.49 | |
| PKT-121 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8130814 | 2012 | Ford | F350 | ABBEVILLE | PKT-121 | 2012 | 21,690.66 | |
| PKT-122 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE815484 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-122 | 2012 | 22,455.08 | |
| PKT-123 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE815484 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-123 | 2012 | 74,840.65 | |
| PKT-124 | 1 | Pickup Truck | FSAX | RSV | 3RNPW7R5B091469 | 2011 | Ford | F750 | ABBEVILLE | PKT-124 | 2011 | 75,087.67 | |
| PKT-125 | 1 | Pickup Truck | FSAX | RSV | 3RNPW7R5B091469 | 2011 | Ford | F750 | ABBEVILLE | PKT-125 | 2011 | 75,087.67 | |
| PKT-126 | 1 | Pickup Truck | FSAX | RSV | 3RNPW7R5B091469 | 2011 | Ford | F750 | ABBEVILLE | PKT-126 | 2011 | 17,659.46 | |
| PKT-127 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8107852 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-127 | 2012 | 17,659.46 | |
| PKT-128 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8107852 | 2012 | Ford | F350 | PENNSYLVANIA | PKT-128 | 2012 | 17,659.46 | |
| PKT-129 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8107850 | 2012 | Ford | F350 | ABBEVILLE | PKT-129 | 2012 | 22,750.30 | |
| PKT-130 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8107850 | 2012 | Ford | F350 | ABBEVILLE | PKT-130 | 2012 | 22,750.30 | |
| PKT-131 | 1 | Pickup Truck | FSAX | RSV | 1FTRW3B7CCE8107850 | 2013 | Ford | F350 | ABBEVILLE | PKT-131 | 2013 | 22,750.30 | |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Line ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|------------------|--------|---|---------------|--------------|--|------|--------------|-------------------|-------------------|-------------------|---------------|
| PKT-132 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1E5D30920 | 2013 | Ford | F150 XLT Crew Cab | PKT-132 | ABBEVILLE | \$ 22,750.30 |
| PKT-133 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1E14D46894 | 2013 | Ford | F150 Crew Cab 4WD | | ABBEVILLE | \$ 28,525.52 |
| PKT-134 | 1 | Pickup Truck | FSAX | RSV | 1FTFW2E16D43518 | 2013 | Ford | F250 Crew Cab 4WD | | ABBEVILLE | \$ 36,195.41 |
| PKT-135 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1E17D960196 | 2013 | Ford | F150 Crew Cab 4WD | | ABBEVILLE | \$ 24,050.88 |
| PKT-136 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1E15D4838901 | 2013 | Ford | F150 Crew Cab 4WD | | ABBEVILLE | \$ 23,791.01 |
| PKT-137 | 1 | Pickup Truck | FSAX | RSV | 1FTFW1E15D4838900 | 2013 | Ford | F150 Crew Cab 4WD | | ABBEVILLE | \$ 22,791.01 |
| PKT-138 | 1 | Pickup Truck | WSPS | RSV | 1FTFW981E0DA5071 | 2013 | Ford | F350 Crew | | CARENCRO | \$ 39,161.39 |
| PKT-139 | 1 | Pickup Truck | FSAX | RSV | 1FTFW981E0DA5072 | 2013 | Ford | F350 Crew | | ABBEVILLE | \$ 39,161.39 |
| PKT-140 | 1 | Pickup Truck | FSAX | RSV | 1FTFW981E0DA4702 | 2013 | Ford | F350 Crew Cab 4WD | | ABBEVILLE | \$ 32,255.10 |
| PCK-Carrento Spn | 1 | Property-Carrento Springs TX | | | | | | | | | \$ 723,485.76 |
| PT-001 | 1 | Stainless Steel Tote Tanks | WSPS | | 81500 / 930129 | | | | | | \$ |
| PT-002 | 1 | Stainless Steel Tote Tanks (Qty 4) | WSPS | | 12153 / 4071304-25 / 43281-21 / 40398-37 | | | | | | \$ |
| PTL-001 | 1 | Pump Trailer | FSAX | RST | IC9CK4837CA681183 | 2012 | Chassis King | DC-483A | PTL-001 | ABBEVILLE | \$ 87,218.46 |
| PTL-002 | 1 | Pump Trailer - Converted to CF-005 | FSAX | RST | IC9CK4837CA681187 | 2012 | Chassis King | DC-483A | CF-005 | ABBEVILLE | \$ 60,161.47 |
| PTL-003 | 1 | Pump Trailer | FSAX | RST | IC9CK4837CA681186 | 2012 | Chassis King | DC-483A | PTL-003 | ABBEVILLE | \$ 89,298.16 |
| PTL-004 | 1 | Pump Trailer | FSAX | RST | IC9CK4837CA681184 | 2012 | Chassis King | DC-483A | PTL-004 | ABBEVILLE | \$ 91,051.59 |
| PTL-005 | 1 | Pump Trailer - Converted to CF-004 | FSAX | RST | IC9CK4837CA681188 | 2012 | Chassis King | DC-483A | CF-004 | ABBEVILLE | \$ 58,611.12 |
| PTL-006 | 1 | Pump Trailer | FSAX | RST | IC9CK4837CA681185 | 2012 | Chassis King | DC-483A | PTL-006 | ABBEVILLE | \$ 207,639.64 |
| PTL-007 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681189 | 2012 | Chassis King | DC-483A | PTL-007 | ABBEVILLE | \$ 179,606.23 |
| PTL-008 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681193 | 2012 | Chassis King | DC-483A | PTL-008 | ABBEVILLE | \$ 178,966.42 |
| PTL-009 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681195 | 2012 | Chassis King | DC-483A | PTL-009 | ABBEVILLE | \$ 188,118.86 |
| PTL-010 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681197 | 2012 | Chassis King | DC-483A | PTL-010 | ABBEVILLE | \$ 193,120.83 |
| PTL-011 | 2 | Pump Trailer - Power End Conversion | STPP | RST | IC9CK4837CA681197 | 2012 | Chassis King | DC-483A | PTL-011 | ABBEVILLE | \$ 1,412.62 |
| PTL-012 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681184 | 2012 | Chassis King | DC-483A | PTL-012 | ABBEVILLE | \$ 196,666.47 |
| PTL-013 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681194 | 2012 | Chassis King | DC-483A | PTL-013 | ABBEVILLE | \$ 2,766.14 |
| PTL-014 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681196 | 2012 | Chassis King | DC-483A | PTL-014 | ABBEVILLE | \$ 180,465.90 |
| PTL-015 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681192 | 2012 | Chassis King | DC-483A | PTL-015 | ABBEVILLE | \$ 204,849.99 |
| PTL-016 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681191 | 2012 | Chassis King | DC-483A | PTL-016 | ABBEVILLE | \$ 182,357.34 |
| PTL-017 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681192 | 2012 | Chassis King | DC-483A | PTL-017 | ABBEVILLE | \$ 179,259.48 |
| PTL-018 | 2 | Pump Trailer - Chassis Float Conversion | STPP | RST | IC9CK4837CA681190 | 2012 | Chassis King | DC-483A | PTL-018 | ABBEVILLE | \$ 185,879.96 |
| PTL-019 | 2 | Pump Trailer - Chassis Float Conversion | STPP | RST | IC9CK4837CA681190 | 2012 | Chassis King | DC-483A | PTL-019 | ABBEVILLE | \$ 38,692.37 |
| PTL-020 | 2 | Pump Trailer - Chassis Float Conversion | STPP | RST | IC9CK4837CA681182 | 2012 | Chassis King | DC-483A | PTL-020 | ABBEVILLE | \$ 208,602.58 |
| PTL-021 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681182 | 2012 | Chassis King | DC-483A | PTL-021 | ABBEVILLE | \$ 39,534.84 |
| PTL-022 | 1 | Pump Trailer - Converted to CF-006 | STPP | RST | IC9CK4837CA681201 | 2012 | Chassis King | DC-483A | CF-006 | ABBEVILLE | \$ 78,666.93 |
| PTL-023 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-023 | ABBEVILLE | \$ 38,692.37 |
| PTL-024 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-024 | ABBEVILLE | \$ 192,429.08 |
| PTL-025 | 3 | Pump Trailer - Add on Equipment | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-025 | ABBEVILLE | \$ 674.19 |
| PTL-026 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-026 | ABBEVILLE | \$ 1,198.59 |
| PTL-027 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-027 | ABBEVILLE | \$ 188,957.16 |
| PTL-028 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-028 | ABBEVILLE | \$ 243,568.51 |
| PTL-029 | 2 | Pump Trailer - Additional Equipment | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-029 | ABBEVILLE | \$ 30,216.88 |
| PTL-030 | 3 | Pump Trailer - Natural Gas Conversion | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-030 | ABBEVILLE | \$ 97,133.83 |
| PTL-031 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-031 | ABBEVILLE | \$ 195,118.37 |
| PTL-032 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-032 | ABBEVILLE | \$ 185,237.00 |
| PTL-033 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-033 | ABBEVILLE | \$ 33,478.08 |
| PTL-034 | 3 | Pump Trailer - Additional Equipment | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-034 | ABBEVILLE | \$ 55,648.73 |
| PTL-035 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-035 | ABBEVILLE | \$ 195,323.61 |
| PTL-036 | 1 | Pump Trailer | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-036 | ABBEVILLE | \$ 192,282.94 |
| PTL-037 | 1 | Pump Trailer - Additional Equipment | STPP | RST | IC9CK4837CA681199 | 2012 | Chassis King | DC-483A | PTL-037 | ABBEVILLE | \$ 147,116.88 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|---------------------|------|-------|--------|----------------------------|-------------------|---------------|
| PTL-025 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11619 | 2012 | Mertz | | TFP-002 / TFI ABBEVILLE | | \$ 191,347.11 |
| PTL-027 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11672 | 2012 | Mertz | | TFP-002 / TFI PENNSYLVANIA | | \$ 186,646.87 |
| PTL-028 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11673 | 2012 | Mertz | | TFP-002 / TFI ABBEVILLE | | \$ 188,115.49 |
| PTL-029 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11670 | 2012 | Mertz | | TFP-002 / TFI PENNSYLVANIA | | \$ 101,426.62 |
| PTL-030 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194747CAJ11670 | 2012 | Mertz | | TFP-002 / TFI PENNSYLVANIA | | \$ 86,913.16 |
| PTL-030 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11644 | 2012 | Mertz | 550080 | TFP-003 / TFI ABBEVILLE | | \$ 101,852.86 |
| PTL-030 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194747CAJ11644 | 2012 | Mertz | 550080 | TFP-003 / TFI ABBEVILLE | | \$ 2,651.56 |
| PTL-031 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11675 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 102,626.36 |
| PTL-031 | | 2 Pump Trailer - Add on Equip | FSTFP | RST | 1M9194747CAJ11675 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 123.65 |
| PTL-031 | | 3 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194747CAJ11675 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 56,365.30 |
| PTL-032 | | 1 Pump Trailer | FSTFP | H | 1M9194740CAJ11680 | 2012 | Mertz | 550080 | VENDOR-MERTZ | | \$ 102,586.45 |
| PTL-032 | | 2 Pump Trailer - Add on Equip | FSTFP | H | 1M9194740CAJ11680 | 2012 | Mertz | 550080 | VENDOR-MERTZ | | \$ 123.65 |
| PTL-032 | | 3 Pump Trailer - Add on Equip | FSTFP | H | 1M9194740CAJ11680 | 2012 | Mertz | 550080 | VENDOR-MERTZ | | \$ 8,577.95 |
| PTL-033 | | 1 Pump Trailer | FSTFP | RST | 1M9194746CAJ11684 | 2012 | Mertz | 550080 | TFP-001 / TFI ABBEVILLE | | \$ 102,426.61 |
| PTL-033 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194746CAJ11684 | 2012 | Mertz | 550080 | TFP-001 / TFI ABBEVILLE | | \$ 6,230.35 |
| PTL-034 | | 1 Pump Trailer | FSTFP | RST | 1M9194745CAJ11738 | 2012 | Mertz | 550080 | TFP-044 / TFI ABBEVILLE | | \$ 119,953.96 |
| PTL-034 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194745CAJ11738 | 2012 | Mertz | 550080 | TFP-044 / TFI ABBEVILLE | | \$ 92,467.46 |
| PTL-035 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11738 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 117,150.74 |
| PTL-035 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194747CAJ11738 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 90,012.70 |
| PTL-036 | | 1 Pump Trailer | FSTFP | RST | 1M9194746CAJ11740 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 253,865.95 |
| PTL-036 | | 2 Pump Trailer - Natural Gas Conversion | FSTFP | RST | 1M9194746CAJ11740 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 282,286.24 |
| PTL-037 | | 1 Pump Trailer | FSTFP | RST | 1M9194747CAJ11742 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 309,508.85 |
| PTL-038 | | 1 Pump Trailer | FSTFP | RST | 1M9194746CAJ11742 | 2012 | Mertz | 550080 | TFP-003 / TFI PENNSYLVANIA | | \$ 202,076.81 |
| PTL-039 | | 1 Pump Trailer | FSTFP | RST | 1M9194740CAJ11744 | 2012 | Mertz | 550080 | TFP-003 / TFI ABBEVILLE | | \$ 307,968.80 |
| QP-001 | | 1 1000hp Quinluplex Pump | WSCT | | 60807-3468709072340 | | SPM | | DUHON | | \$ 156,530.98 |
| QP-002 | | 1 1000hp Quinluplex Pump | WSPS | | 60807-3468709072320 | | SPM | | DUHON | | \$ 156,530.98 |
| R-01 | | 1 R-01 Portable Chart Recorder | WSPS | | | | | | | | \$ 143.00 |
| R-02 | | 1 R-02 Portable Chart Recorder | WSPS | | | | | | | | \$ 151.15 |
| R-03 | | 1 R-03 Chart Recorder MID-TOTCO (reusable) | WSPS | | | | | | | | \$ 41.59 |
| R-04 | | 1 R-04 Chart Recorder MID-TOTCO (reusable) | WSPS | | | | | | | | \$ 161.83 |
| R-05 | | 1 R-05 Chart Recorder MID-TOTCO (reusable) | WSPS | | | | | | | | \$ 240.16 |
| R-06 | | 1 R-06 Chart Recorder MID-TOTCO (reusable) | WSPS | | | | | | | | \$ 350.75 |
| R-07 | | 1 R-07 Chart Recorder MID-TOTCO CNR 8-1500 | WSPS | | | | | | | | \$ 138.61 |
| R-08 | | 1 R-08 Portable Chart Recorder | WSPS | | | | | | | | \$ 217.46 |
| R-11 | | 1 Mentor Decker Style Circular Chart Recorder | WSPS | | | | | | | | \$ 4,879.93 |
| RGB-001 | | 1 Reduction Gear Box | FSTFP | H | CS70001 | | | | TFP-009 | ABBEVILLE | \$ 41,307.21 |
| RGB-003 | | 1 Reduction Gear Box | FSTFP | H | CS70003 | | | | VENDOR - CB GEAR - HOUSTON | | \$ 40,117.52 |
| RGB-004 | | 1 Reduction Gear Box | FSTFP | H | CS70004 | | | | ABBEVILLE | | \$ 31,417.12 |
| RGB-005 | | 1 Short Shaft Gearbox | FSTFP | H | CS70005 | | | | PENNSYLVANIA | | \$ 30,419.76 |
| RGB-006 | | 1 Reduction Gear Box | FSTFP | H | CS70006 | | | | VENDOR - CB GEAR - HOUSTON | | \$ 34,581.66 |
| RGB-007 | | 1 Reduction Gear Box | FSTFP | H | CS70007 | | | | PENNSYLVANIA | | \$ 31,417.12 |
| RGB-008 | | 1 Reduction Gear Box | FSTFP | H | CS70008 | | | | ABBEVILLE | | \$ 28,795.51 |
| RGB-010 | | 1 Reduction Gear Box | FSTFP | H | CS70010 | | | | VENDOR - CB GEAR - HOUSTON | | \$ 40,117.52 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|----------------------------|----------------------------|--------------|
| RGB-011 | 1 | Reduction Gear Box | FSTFP | H | CB70011 | | | | TFP-005 | VENDOR - CB GEAR - HOUSTON | \$ 40,117.52 |
| RGB-012 | 1 | Reduction Gear Box | FSTFP | H | CB70012 | | | | TFP-014 | PENNSYLVANIA | \$ 32,417.52 |
| RGB-013 | 1 | Reduction Gear Box | FSTFP | H | CB70013 | | | | TFP-051 | ABBVILLE | \$ 40,117.52 |
| RGB-015 | 1 | Reduction Gear Box | FSTFP | H | CB70015 | | | | TFP-051 | PENNSYLVANIA | \$ 34,398.55 |
| RGB-016 | 1 | Reduction Gear Box | FSTFP | H | CB70016 | | | | TFP-038 | PENNSYLVANIA | \$ 40,117.52 |
| RGB-017 | 1 | Reduction Gear Box | FSTFP | H | CB70017 | | | | TFP-005 | VENDOR - CB GEAR - HOUSTON | \$ 40,117.52 |
| RGB-018 | 1 | Reduction Gear Box | FSTFP | H | CB70018 | | | | TFP-005 | ABBVILLE | \$ 30,419.76 |
| RGB-019 | 1 | Reduction Gear Box | FSTFP | H | CB70019 | | | | TFP-035 | ABBVILLE | \$ 34,398.55 |
| RGB-020 | 2 | Reduction Gear Box - Long Shaft Enhancement | FSTFP | H | CB70020 | | | | TFP-041 | ABBVILLE | \$ 8,298.17 |
| RGB-021 | 1 | Reduction Gear Box | FSTFP | H | CB70021 | | | | TFP-041 | PENNSYLVANIA | \$ 40,117.52 |
| RGB-021 | 1 | Short Shaft Creechbox | FSTFP | H | CB70021 | | | | TFP-002 | PENNSYLVANIA | \$ 25,331.01 |
| RGB-025 | 1 | Reduction Gear Box | FSTFP | H | CB70025 | | | | TFP-025 | ABBVILLE | \$ 32,417.12 |
| RGB-026 | 1 | Reduction Gear Box | FSTFP | H | CB70026 | | | | TFP-012 | PENNSYLVANIA | \$ 40,117.52 |
| RGB-027 | 1 | Reduction Gear Box | FSTFP | H | CB70027 | | | | TFP-023 | VENDOR - CB GEAR - HOUSTON | \$ 32,417.12 |
| RGB-028 | 1 | Reduction Gear Box | FSTFP | H | CB70028 | | | | TFP-021 | ABBVILLE | \$ 40,117.52 |
| RGB-029 | 1 | Reduction Gear Box | FSTFP | H | CB70029 | | | | TFP-022 | ABBVILLE | \$ 32,417.12 |
| RGB-030 | 1 | Reduction Gear Box | FSTFP | H | CB70030 | | | | TFP-022 | ABBVILLE | \$ 32,417.12 |
| RGB-031 | 1 | Reduction Gear Box | FSTFP | H | CB70031 | | | | TFP-044 | VENDOR - CB GEAR - HOUSTON | \$ 30,419.76 |
| RGB-032 | 1 | Reduction Gear Box | FSTFP | H | CB70032 | | | | TFP-060 | VENDOR - CB GEAR - HOUSTON | \$ 30,419.76 |
| RGB-034 | 1 | Reduction Gear Box | FSTFP | H | CB70034 | | | | TFP-044 | ABBVILLE | \$ 25,331.01 |
| RGB-035 | 1 | Reduction Gear Box | FSTFP | H | CB70035 | | | | TFP-044 | TFT | \$ 25,331.01 |
| RGB-037 | 1 | Reduction Gear Box | FSTFP | H | CB70037 | | | | TFP-060 | PENNSYLVANIA | \$ 34,398.55 |
| RGB-038 | 1 | Reduction Gear Box | FSTFP | H | CB70038 | | | | TFP-015 | VENDOR - CB GEAR - HOUSTON | \$ 40,117.52 |
| RGB-039 | 1 | Reduction Gear Box | FSTFP | H | CB70039 | | | | SPARE | PENNSYLVANIA | \$ 25,331.01 |
| RGB-040 | 1 | Reduction Gear Box | FSTFP | H | CB70040 | | | | TFP-052 | PENNSYLVANIA | \$ 27,358.56 |
| RGB-042 | 1 | Reduction Gear Box | FSTFP | H | CB70042 | | | | VENDOR - CB GEAR - HOUSTON | \$ 48,760.97 | |
| RGB-043 | 1 | Reduction Gear Box | FSTFP | H | CB70043 | | | | VENDOR - CB GEAR - HOUSTON | \$ 35,010.87 | |
| RGB-044 | 1 | Reduction Gear Box | FSTFP | H | CB70044 | | | | TFP-033 | ABBVILLE | \$ 37,638.65 |
| RGB-045 | 1 | Reduction Gear Box | FSTFP | H | CB70045 | | | | TFP-020 | ABBVILLE | \$ 41,521.59 |
| RGB-046 | 1 | Reduction Gear Box | FSTFP | H | CB70046 | | | | TFP-006 | ABBVILLE | \$ 36,887.84 |
| RGB-047 | 1 | Reduction Gear Box | FSTFP | H | CB70047 | | | | TFP-052 | ABBVILLE | \$ 32,789.17 |
| RGB-048 | 1 | Reduction Gear Box | FSTFP | H | CB70048 | | | | TFP-049 | TFT | \$ 27,358.56 |
| RGB-051 | 1 | Reduction Gear Box | FSTFP | H | CB70051 | | | | TFP-058 | PENNSYLVANIA | \$ 44,547.30 |
| RGB-052 | 1 | Reduction Gear Box | FSTFP | H | CB70052 | | | | TFP-057 | ABBVILLE | \$ 37,638.65 |
| RGB-053 | 1 | Reduction Gear Box | FSTFP | H | CB70053 | | | | TFP-059 | VENDOR - CB GEAR - HOUSTON | \$ 37,638.65 |
| RGB-054 | 1 | Reduction Gear Box | FSTFP | H | CB70054 | | | | TFP-019 | PENNSYLVANIA | \$ 27,717.56 |
| RGB-055 | 1 | Reduction Gear Box | FSTFP | H | CB70055 | | | | TFP-019 | ABBVILLE | \$ 37,638.65 |
| RGB-056 | 1 | Reduction Gear Box | FSTFP | H | CB70056 | | | | TFP-001 | VENDOR - CB GEAR - HOUSTON | \$ 35,470.61 |
| RGB-057 | 1 | Reduction Gear Box | FSTFP | H | CB70057 | | | | VENDOR - CB GEAR - HOUSTON | \$ 37,638.65 | |
| RGB-058 | 1 | Reduction Gear Box | FSTFP | H | CB70058 | | | | VENDOR - CB GEAR - HOUSTON | \$ 43,186.93 | |
| RGB-060 | 1 | Reduction Gear Box | FSTFP | H | CB70060 | | | | TFP-037 | PENNSYLVANIA | \$ 36,554.63 |
| RGB-061 | 1 | Reduction Gear Box | FSTFP | H | CB70061 | | | | TFP-063 | PENNSYLVANIA | \$ 41,264.32 |
| RGB-063 | 1 | Reduction Gear Box | FSTFP | H | CB70063 | | | | TFP-003 | ABBVILLE | \$ 37,295.81 |
| RGB-066 | 1 | Reduction Gear Box | FSTFP | H | CB70066 | | | | TFP-008 | ABBVILLE | \$ 37,295.81 |
| RGB-067 | 1 | Reduction Gear Box | FSTFP | H | CB70067 | | | | TFP-065 | PENNSYLVANIA | \$ 31,511.62 |
| RGB-068 | 1 | Reduction Gear Box | FSTFP | H | CB70068 | | | | TFP-047 | ABBVILLE | \$ 37,295.81 |
| RGB-069 | 1 | Reduction Gear Box | FSTFP | H | CB70069 | | | | TFP-048 | ABBVILLE | \$ 37,295.81 |
| RGB-070 | 1 | Reduction Gear Box | FSTFP | H | CB70070 | | | | VENDOR - CB GEAR - HOUSTON | \$ 43,264.32 | |
| RGB-071 | 1 | Reduction Gear Box | FSTFP | H | CB70071 | | | | TFP-061 | ABBVILLE | \$ 37,295.81 |
| RGB-072 | 1 | Reduction Gear Box | FSTFP | H | CB70072 | | | | VENDOR - CB GEAR - HOUSTON | \$ 27,717.56 | |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|----------------------------|----------------------------|--------------|
| RGB-073 | 1 | Reduction Gear Box | FSTFP | CB70073 | | | | | TFP-064 | PENNSYLVANIA | \$ 37,638.65 |
| RGB-074 | 1 | Reduction Gear Box | FSTFP | CB70074 | | | | | TFP-027 | ABBEVILLE | \$ 37,638.65 |
| RGB-075 | 1 | Reduction Gear Box | FSTFP | CB70075 | | | | | TFP-024 | ABBEVILLE | \$ 37,638.65 |
| RGB-076 | 1 | Reduction Gear Box | FSTFP | CB70076 | | | | | VENDOR - CB GEAR - HOUSTON | | \$ 35,470.61 |
| RGB-077 | 1 | Reduction Gear Box | FSTFP | CB70077 | | | | | TFP-018 | ABBEVILLE | \$ 27,717.56 |
| RGB-078 | 1 | Reduction Gear Box | FSTFP | CB70078 | | | | | TFP-026 | ABBEVILLE | \$ 35,470.61 |
| RGB-079 | 1 | Reduction Gear Box | FSTFP | CB70079 | | | | | VENDOR - CB GEAR - HOUSTON | | \$ 27,717.56 |
| RGB-080 | 1 | Reduction Gear Box | FSTFP | CB70080 | | | | | TFP-063 | PENNSYLVANIA | \$ 35,470.61 |
| RGB-081 | 1 | Reduction Gear Box | FSTFP | CB70081 | | | | | VENDOR - CB GEAR - HOUSTON | | \$ 27,717.56 |
| RGB-082 | 1 | Reduction Gearbox | FSTFP | CB70082 | | | | | VENDOR - CB GEAR - HOUSTON | | \$ 47,953.65 |
| RGB-083 | 1 | Reduction Gearbox | FSTFP | CB70083 | | | | | TFP-028 | PENNSYLVANIA | \$ 46,730.55 |
| RGB-084 | 1 | Reduction Gear Box | FSTFP | CB70084 | | | | | TFP-030 | ABBEVILLE | \$ 27,717.56 |
| RGB-085 | 1 | Reduction Gear Box | FSTFP | CB70085 | | | | | VENDOR - CB GEAR - HOUSTON | | \$ 47,953.65 |
| RGB-086 | 1 | Reduction Gear Box | FSTFP | CB70086 | | | | | TFP-022 | ABBEVILLE | \$ 47,953.65 |
| RGB-087 | 1 | Reduction Gearbox | FSTFP | CB70087 | | | | | TFP-036 | ABBEVILLE | \$ 47,953.65 |
| RGB-088 | 1 | Reduction Gear Box | FSTFP | CB70088 | | | | | TFP-042 | ABBEVILLE | \$ 32,805.35 |
| RGB-089 | 1 | Reduction Gear Box | FSTFP | CB70089 | | | | | TFP-013 | PENNSYLVANIA | \$ 27,717.56 |
| RGB-090 | 1 | Reduction Gearbox | FSTFP | CB70090 | | | | | SPARE | PENNSYLVANIA | \$ 46,730.55 |
| RGB-091 | 1 | Reduction Gearbox | FSTFP | CB70091 | | | | | TFP-040 | PENNSYLVANIA | \$ 46,730.55 |
| RGB-092 | 1 | Reduction Gearbox | FSTFP | CB70092 | | | | | TFP-039 | PENNSYLVANIA | \$ 46,730.55 |
| RGB-093 | 1 | Reduction Gearbox | FSTFP | CB70093 | | | | | TFP-065 | VENDOR - CB GEAR - HOUSTON | \$ 50,387.31 |
| RGB-094 | 1 | Reduction Gearbox | FSTFP | CB70094 | | | | | TFP-050 | PENNSYLVANIA | \$ 46,730.55 |
| RGB-095 | 1 | Reduction Gearbox | FSTFP | CB70095 | | | | | TFP-073 | ABBEVILLE | \$ 48,509.08 |
| RGB-096 | 1 | Reduction Gearbox | FSTFP | CB70096 | | | | | TFP-007 | ABBEVILLE | \$ 48,509.08 |
| RGB-097 | 1 | Reduction Gearbox | FSTFP | CB70097 | | | | | TFP-066 | ABBEVILLE | \$ 48,509.08 |
| S-1 | 1 | S-1 Skid Pump Unit with 600hp duplex pump | WSPS | | | | | | | | \$ 10,594.43 |
| S-1 | 2 | S-1 Skid Pump Unit with 600hp duplex pump | WSPS | | | | | | | | \$ 10,594.43 |
| S-1 | 3 | S-1 Skid Pump Unit -low pressure connections | WSPS | | | | | | | | \$ 17.00 |
| S-1 | 4 | S-1 Skid Pump Unit -low pressure connections | WSPS | | | | | | | | \$ 17.34 |
| S-1 | 5 | S-1 Skid Pump Unit -low pressure connections | WSPS | | | | | | | | \$ 17.34 |
| S-1 | 6 | S-1 Skid Pump Unit -low pressure connections | WSPS | | | | | | | | \$ 17.34 |
| S-1 | 7 | S-1 Skid Pump Unit -MO TOTCD 6" 15K psi gauge | WSPS | | | | | | | | \$ 6.07 |
| S-1 | 8 | S-1 Skid Pump Unit -MO TOTCD 6" 15K psi gauge | WSPS | | | | | | | | \$ 6.07 |
| S-1 | 9 | S-1 Skid Pump Unit -high pressure tee | WSPS | | | | | | | | \$ 29.75 |
| S-1 | 10 | S-1 Skid Pump Unit -high pressure tee | WSPS | | | | | | | | \$ 29.75 |
| S-1 | 11 | S-1 Skid Pump Unit -air actuators for butterfly valves | WSPS | | | | | | | | \$ 73.41 |
| S-1 | 12 | S-1 Skid Pump Unit -air actuators for butterfly valves | WSPS | | | | | | | | \$ 73.41 |
| S-1 | 13 | S-1 Skid Pump Unit -elphes couplers | WSPS | | | | | | | | \$ 13.13 |
| S-1 | 14 | S-1 Skid Pump Unit -elphes couplers | WSPS | | | | | | | | \$ 13.13 |
| S-1 | 15 | S-1 Skid Pump Unit -bearing | WSPS | | | | | | | | \$ 9.25 |
| S-1 | 16 | S-1 Skid Pump Unit -bearing | WSPS | | | | | | | | \$ 9.25 |
| S-1 | 17 | S-1 Skid Pump Unit -oil unit with 20 MM displacement tanks and manifolds | WSPS | | | | | | | | \$ 77.13 |
| S-1 | 18 | S-1 Skid Pump Unit -oil unit with 20 MM displacement tanks and manifolds | WSPS | | | | | | | | \$ 77.13 |
| S-1 | 19 | S-1 Skid Pump Unit -elphes and bell valves | WSPS | | | | | | | | \$ 52.18 |
| S-1 | 20 | S-1 Skid Pump Unit -elphes and bell valves | WSPS | | | | | | | | \$ 52.18 |
| S-1 | 21 | S-1 Skid Pump Unit -butterfly valves | WSPS | | | | | | | | \$ 87.11 |
| S-1 | 22 | S-1 Skid Pump Unit -butterfly valves | WSPS | | | | | | | | \$ 87.11 |
| S-1 | 23 | S-1 Skid Pump Unit -motor for displacement tanks | WSPS | | | | | | | | \$ 43.25 |
| S-1 | 24 | S-1 Skid Pump Unit -motor for displacement tanks | WSPS | | | | | | | | \$ 43.25 |
| S-1 | 25 | S-1 Skid Pump Unit -pump plungers | WSPS | | | | | | | | \$ 219.93 |
| S-1 | 26 | S-1 Skid Pump Unit -pump plungers | WSPS | | | | | | | | \$ 219.93 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | VR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|---------------|
| 5-1 | 27 | 5-1 Skid Pump Unit - Mounted High Pressure Pump | WSPS | | | | | | | | \$ 1,788.98 |
| 5-1 | 28 | 5-1 Skid Pump Unit - Mounted High Pressure Pump | WSPS | | | | | | | | \$ 1,788.98 |
| 5-1 | 29 | 5-1 Skid Pump Unit - Mounted High Pressure Pump | WSPS | | | | | | | | \$ 1,788.98 |
| 5-2 | 1 | 5-2 Skid Pump Unit - valves | WSPS | | | | | | | | \$ 4,241.29 |
| 5-2 | 3 | 5-2 Skid Pump Unit with 800hp Ingersoll Rand Pump | WSPS | | | | | | | | \$ 131,490.00 |
| 5-2 | 5 | 5-2 Skid Pump Unit - crossover assembly | WSPS | | | | | | | | \$ 30,769.76 |
| 5-2 | 7 | 5-2 Skid Pump Unit - 2" pump in sub | WSPS | | | | | | | | \$ 13.07 |
| 5-2 | 9 | 5-2 Skid Pump Unit - elbow crossover | WSPS | | | | | | | | \$ 7.24 |
| 5-2 | 11 | 5-2 Skid Pump Unit - low pressure connections | WSPS | | | | | | | | \$ 62.30 |
| 5-2 | 13 | 5-2 Skid Pump Unit - modified fork pockets and painted | WSPS | | | | | | | | \$ 40.56 |
| 5-2 | 15 | 5-2 Skid Pump Unit - valve assembly | WSPS | | | | | | | | \$ 17.29 |
| 5-2 | 17 | 5-2 Skid Pump Unit - valve assembly | WSPS | | | | | | | | \$ 142.84 |
| 5-2 | 19 | 5-2 Skid Pump Unit - check valve, hydraulic pump and motor | WSPS | | | | | | | | \$ 34.41 |
| 5-2 | 21 | 5-2 Skid Pump Unit - connections for tool box | WSPS | | | | | | | | \$ 38.46 |
| 5-2 | 23 | 5-2 Skid Pump Unit - fittings, tubing, coupler | WSPS | | | | | | | | \$ 7.00 |
| 5-2 | 25 | 5-2 Skid Pump Unit - fitting, tee, using | WSPS | | | | | | | | \$ 59.05 |
| 5-2 | 27 | 5-2 Skid Pump Unit - ratchet binders | WSPS | | | | | | | | \$ 11.89 |
| 5-2 | 29 | 5-2 Skid Pump Unit - Displacement Tanks twin 10 BBL | WSPS | | | | | | | | \$ 19.49 |
| 5-2 | 31 | 5-2 Skid Pump Unit - pump, fluid and 3" | WSPS | | | | | | | | \$ 342.18 |
| 5-2 | 33 | 5-2 Skid Pump Unit - 2" 150T swage for tool box | WSPS | | | | | | | | \$ 28.51 |
| 5-2 | 35 | 5-2 Skid Pump Unit - Concession | WSPS | | | | | | | | \$ 15,890.29 |
| 5-2 | 37 | 5-2 Pump Skid Unit - Stainless Steel Displacement Tank Split Into 2 Tanks | WSPS | | | | | | | | \$ 16,329.78 |
| 5-2 | 39 | 5-2 Pump Skid Unit - painting of new Stainless Steel Displacement Tank | WSPS | | | | | | | | \$ 1,428.94 |
| SRT-07 | 1 | 500 Gallon Vertical Storage Tank - Items not in CIP - in FA Held for Rental Asset | WSPS | | | | | | | | \$ 27,000.35 |
| SRT-08 | 1 | 500 Gallon Vertical Storage Tank - Items not in CIP - in FA Held for Rental Asset | WSPS | | | | | | | | \$ 27,000.35 |
| SCP-001 | 1 | Skid Mounted Centrifugal Pump | FSAK | | | | | | | | \$ 21,995.56 |
| SE-00001 | 1 | Black Tool Box for VNH 0013 | | | | | | | | | \$ 50.46 |
| SE-00002 | 1 | DP-06 88MM Equip 3" Flow Line Butterfly Valve | | | | | | | | | \$ 1,156.83 |
| SE-00003 | 1 | DP-06 88MM Equip 4" Flow Line Butterfly Valve | | | | | | | | | \$ 1,331.45 |
| SE-00004 | 1 | 295 Galon Vertical Storage Tank | | | | | | | | | \$ 595.52 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# / Suffix | Description | Make / Category | Sub-Category | Win # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|-------------------------|---|-----------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| SE-00005 | 1 Ryobi 4-Cycle Gas Straight Trimmer | | | | | | | | | 213.27 |
| SE-00006 | 1 PE / FE Shipping Skids (P2) | | | | | | | | | 38,774.64 |
| SE-00007 | 1 HW Steam Cleaner 120/1 PM HOTS-30036D | | | | | | | | | 3,170.27 |
| SE-00008 | 1 Flowmeter | | | | | | | | | 3,259.32 |
| SE-00009 | 1 Choke Stern / Choke Seat | | | | | | | | | 5,555.66 |
| SE-00010 | 1 Cooler Box Transmission Flange | | | | | | | | | 20,594.11 |
| SE-00011 | 1 Warehouse Shaving | | | | | | | | | 51,846.69 |
| SE-00012 | 1 CP-150/200/PR400 Single Ride Charge w/ Adapter | | | | | | | | | 607.95 |
| SE-00013 | 1 Battery PR400 Portable Batt Maint System | | | | | | | | | 705.33 |
| SE-00014 | 1 3" Chilton Rect - Reel Storage for Yerd | | | | | | | | | 3,754.89 |
| SE-00015 | 1 Digital Antenna 4NMF-10A Wireless Cell Booster 3 Watt (6) | | | | | | | | | 1,934.90 |
| SE-00016 | 1 BW 1.111 Turnover Hitch Super Duty (2) | | | | | | | | | 946.06 |
| SE-00017 | 1 15,000 BTU Air Conditioners (Upper & Lower Unit & Heat Strip) (4) | | | | | | | | | 3,078.69 |
| SE-00018 | 1 40' Standard Container | | | | | | | | | 4,751.02 |
| SE-00019 | 1 40' Standard Container | | | | | | | | | 4,751.01 |
| SE-00020 | 1 PR400 Radio 16 Channel Port w/ Headsets (50) | | | | | | | | | 30,788.66 |
| SE-00021 | 1 Multi Unit Rapid Charger (25) | | | | | | | | | 9,869.43 |
| SE-00022 | 1 PR400 Radio Battery (50) | | | | | | | | | 19,698.37 |
| SE-00023 | 1 Headsets PMLMS2718 (50) | | | | | | | | | 4,112.87 |
| SE-00024 | 1 Radio 32 Channel (9) | | | | | | | | | 24,151.64 |
| SE-00025 | 1 16 Channel radios w/ Behind Head Dual Muff Headset (75) | | | | | | | | | 19,698.37 |
| SE-00026 | 1 Miller Bobcat | | | | | | | | | 60,424.89 |
| SE-00027 | 1 Flow Iron 4" 1502 Wieg x 4" 1502 Thread (2) | | | | | | | | | 3,096.05 |
| SE-00028 | 1 EP1000 Electric Pump 1.5HP | | | | | | | | | 6,838.19 |
| SE-00029 | 1 Berthold 18444 Fracting Density System for High Pressure 2" - 6" Pipe | | | | | | | | | 9,312.88 |
| SE-00030 | 1 AC for Frac Van | | | | | | | | | 10,473.98 |
| SE-00031 | 1 PR400 Radios w/ Noise Cancelling Headsets (75) | | | | | | | | | 1,112.63 |
| SE-00032 | 1 Seat Puller set (3) | | | | | | | | | 63,589.74 |
| SE-00033 | 1 Hydraulic Torque Machine for fluid end removal | | | | | | | | | 4,897.12 |
| SE-00034 | 1 3/4" Clamp driver for fluid end removal | | | | | | | | | 8,026.71 |
| SE-00035 | 1 3/4" Pneumatic Torque Gun for fluid end removal | | | | | | | | | 4,408.06 |
| SE-00036 | 1 Hytec portable power pack for fluid end removal | | | | | | | | | 3,990.32 |
| SE-00037 | 1 MHDP004 Drill | | | | | | | | | 2,315.35 |
| SE-00038 | 1 Pressurized Mud Scale | | | | | | | | | 849.86 |
| SE-00039 | 1 M25 Personal Rad Monitor (4) | | | | | | | | | 1,047.62 |
| SE-00040 | 1 Hydraulic Valve Puller (9) | | | | | | | | | 2,008.65 |
| SE-00041 | 1 M3 Survey Meter (2) | | | | | | | | | 5,718.80 |
| SE-00042 | 1 45" Center Stem (3) | | | | | | | | | 955.98 |
| SE-00043 | 1 M44-2 Pencate G-M Pro Detector (2) | | | | | | | | | 760.97 |
| SE-00044 | 1 Pull Head P-3 7/2" Stem (5) | | | | | | | | | 438.32 |
| SE-00045 | 1 CBSPT-6HD Seal Puller (S) - Manual (2) | | | | | | | | | 1,406.38 |
| SE-00046 | 1 Puller Head for STX (5) | | | | | | | | | 942.29 |
| SE-00047 | 1 CBSPT-5HD Seal Puller (S) - Manual (2) | | | | | | | | | 1,394.37 |
| SE-00048 | 1 CBSPT-4HD Seal Puller (S) - Manual (2) | | | | | | | | | 942.29 |
| SE-00049 | 1 Tool Package to outfit Maint Trucks 5 & 6 | | | | | | | | | 474.63 |
| SE-00050 | 1 12" Adjustable Wrench (6) | | | | | | | | | 6,919.53 |
| SE-00051 | 1 15" Adjustable Wrench (10) | | | | | | | | | 63.97 |
| SE-00052 | 1 10" BC Channel Lock 490 | | | | | | | | | 129.40 |
| SE-00053 | 1 12" Channel Lock 440 | | | | | | | | | 142.10 |
| SE-00054 | 1 Cement & Socket S4S (8) | | | | | | | | | 159.30 |
| SE-00055 | 1 59 Piece Insulated tool kit (4) | | | | | | | | | 2,809.10 |
| SE-00056 | | | | | | | | | | 20,481.55 |

111,446

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 As of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Cost |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| SE-00059 | 1 | 24" Steel HD Pipe Wrench (Rgd) 31030 (10) | | | | | | | | | 503.12 |
| SE-00060 | 1 | 36" Steel HD Pipe Wrench (15) | | | | | | | | | 1,773.45 |
| SE-00061 | 1 | 2" 2X27 RTD w/ Bar hook | | | | | | | | | 604.93 |
| SE-00062 | 1 | DSCA-4A Proming Cable (12) | | | | | | | | | 3,249.58 |
| SE-00063 | 1 | Digital Gauge DY93K (6) | | | | | | | | | 3,131.08 |
| SE-00064 | 1 | Flow Meter 3-30 GPM #1.3 SAE Ports (7) | | | | | | | | | 2,321.85 |
| SE-00065 | 1 | Flow Meter 5-50 GPM #1.5 SAE Ports (5) | | | | | | | | | 1,657.94 |
| SE-00066 | 1 | TTC-16 Tethered Tool kit (2) | | | | | | | | | 5,394.69 |
| SE-00067 | 1 | Hydraulic Jack, Pneumatic Pump (2) | | | | | | | | | 4,619.03 |
| SE-00068 | 1 | Seal Puller Kit CBSPT 4ND | | | | | | | | | 473.77 |
| SE-00069 | 1 | Seal Puller Kit CBSPT SHD (2) | | | | | | | | | 984.05 |
| SE-00070 | 1 | Seal Puller Kit CBSPT SHD (2) | | | | | | | | | 984.05 |
| SE-00071 | 1 | Hex 00210 2-4-1/2x1 4701031Y (8) | | | | | | | | | 313.19 |
| SE-00072 | 1 | Head, Puller P-S F/2" (6) | | | | | | | | | 1,666.91 |
| SE-00073 | 1 | Stem, 36" Center P/W-1000 (4) | | | | | | | | | 531.09 |
| SE-00074 | 1 | Fry Bar, 48 In, Ergonomic 2XKX13 (6) | | | | | | | | | 637.58 |
| SE-00075 | 1 | VLV Snsk Tool Kit (3) | | | | | | | | | 15,948.69 |
| SE-00076 | 1 | 2" 1503 Safety Hammers (2) | | | | | | | | | 5,774.47 |
| SE-00077 | 1 | 3" 1503 Safety Hammers (2) | | | | | | | | | 7,368.07 |
| SE-00078 | 1 | Low Profile Hopper 1000-12133 | | | | | | | | | 898.54 |
| SE-00079 | 1 | Seal Puller die 5 | | | | | | | | | 4,463.72 |
| SE-00080 | 1 | Swivel Cutters w/ 12x5" Cast Wheel Steel | | | | | | | | | 17,603.57 |
| SE-00081 | 1 | Hydraulic Valve Puller ASM (2) | | | | | | | | | 38.15 |
| SE-00082 | 1 | WB Tool Truck | | | | | | | | | |
| SE-10001 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10002 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10003 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10004 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10005 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10006 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10007 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10008 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10009 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10010 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10011 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10012 | 1 | Welding Machine, High art champion 10,000 watts - Lincoln Vfn | | | | | | | | | |
| SE-10013 | 3 | Pressure washer | | | | | | | | | 371.83 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin #/Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----|
| SE-10014 | | 1 Shop Fans - Porta Cool Fan | | | 581721-12 | | | | | | \$ |
| SE-10015 | | 1 Shop Shop | | | 581721-12 | | | | | | \$ |
| SE-10016 | | 1 Wred water | | | | | | | | | \$ |
| SE-10017 | | 1 Slings for acid tanks | | | | | | | | | \$ |
| SE-10018 | | 1 Slings for acid tanks | | | | | | | | | \$ |
| SE-10019 | | 1 Accessory VR | | | | | | | | | \$ |
| SE-10020 | | 1 Diaphragm Pump (NWP 25BPT) | | | 1481313 | | | | | | \$ |
| SE-10021 | | 1 Accessories | | | | | | | | | \$ |
| SE-10022 | | 1 MULTQUIP 313 Diesel pump for field use | | | | | | | | | \$ |
| SE-10023 | | 1 MULTQUIP 313 Diesel pump for field use | | | | | | | | | \$ |
| SE-10024 | | 1 MULTQUIP 313 Diesel pump for field use | | | | | | | | | \$ |
| SE-10025 | | 1 Slings for maintenance shop | | | | | | | | | \$ |
| SE-10026 | | 1 Slings for maintenance shop | | | | | | | | | \$ |
| SE-10027 | | 1 PRO Unit Graphia stein tool (vehicle diagnostic tool) | | | 05040195 | | | | | | \$ |
| SE-10028 | | 1 MULTQUIP 313 Diesel pump for field use | | | | | | | | | \$ |
| SE-10029 | | 1 Slings flow meter | | | | | | | | | \$ |
| SE-10030 | | 1 Freon recovery machine for maintenance shop | | | 0403A0249 | | | | | | \$ |
| SE-10031 | | 1 Fan table for maintenance shop and chemical racks | | | | | | | | | \$ |
| SE-10032 | | 1 Fan table for maintenance shop and chemical racks | | | | | | | | | \$ |
| SE-10033 | | 1 Fluooc pump with electric motor for acid duct | | | | | | | | | \$ |
| SE-10034 | | 1 Scubpack ventdean type 1 model for acid duct | | | | | | | | | \$ |
| SE-10035 | | 1 Valves for acid duct | | | | | | | | | \$ |
| SE-10036 | | 1 Material for acid tank installation | | | 1FT5W21PATE68049 | | | | | | \$ |
| SE-10037 | | 1 BOB Test Pump 84d | | | 1FT5W21PATE68049 | | | | | | \$ |
| SE-10038 | | 1 850 Cubic ft bulk tanks (qty 2) for cement bulk plant | | | | | | | | | \$ |
| SE-10039 | | 1 Slings for cement bulk plant | | | | | | | | | \$ |
| SE-10040 | | 1 3900 gallon wash water holding Polyurethane tank for acid duct | | | | | | | | | \$ |
| SE-10041 | | 1 Slings for Offshore 84d equipment (qty 6) | | | | | | | | | \$ |
| SE-10042 | | 1 Grease Gun 260-SM O-31 | | | | | | | | | \$ |
| SE-10043 | | 1 Treating Iron-QTY 2 Slings 50 swags and QTY 10 code red loops | | | | | | | | | \$ |
| SE-10044 | | 1 Acid Duct-splines, valves and locks | | | | | | | | | \$ |
| SE-10045 | | 1 ACM Dock Chemical Storage Tanks-splines, couplings | | | | | | | | | \$ |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-category | Yr. | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|-----|------|-------|-------------------|-------------------|-------------|
| SE-10042 | | 1 Cement Bulk Plant additions | | | | | | | | \$ 26.12 |
| SE-10043 | | 1 Acid Dock hose assemblies | | | | | | | | \$ 59.47 |
| SE-10044 | | 1 Acid Dock parts | | | | | | | | \$ 7.68 |
| SE-10045 | | 1 Shop work table | | | | | | | | \$ 84.75 |
| SE-10046 | | 1 4" Impact Wrench | | | | | | | | \$ 30.09 |
| SE-10047 | | 1 Fire Extinguishers for maintenance and chemical shops | | | | | | | | \$ 14.05 |
| SE-10048 | | 1 Links for offshore tool boxes | | | | | | | | \$ 15.81 |
| SE-10049 | | 1 Sest Pulker for maintenance shop | | | | | | | | \$ 113.62 |
| SE-10050 | | 1 Acid Dock Safety yellow prathy | | | | | | | | \$ 44.95 |
| SE-10051 | | 1 Cement Bulk - fittings and blanking caps | | | | | | | | \$ 64.40 |
| SE-10052 | | 1 Maintenance Shop - wire sand brush, 6" pencil grinder, 10" extension cord | | | | | | | | \$ 6.89 |
| SE-10053 | | 1 Cement Bulk Plant -hammer unions for connections | | | | | | | | \$ 21.15 |
| SE-10054 | | 1 Water Clarification System | | | | | | | | \$ 903.39 |
| SE-10055 | | 1 Acid Dock - materials for clean loop system | | | | | | | | \$ 10.09 |
| SE-10056 | | 1 Cement Bulk Plant -Dust Collector | | | | | | | | \$ 537.33 |
| SE-10057 | | 1 Offshore Equipment -Qty 22 4-leg spreader slings for tote tanks | | | | | | | | \$ 26.64 |
| SE-10058 | | 1 Offshore Equipment -Qty 22 Anchor Shields | | | | | | | | \$ 26.64 |
| SE-10059 | | 1 Maintenance Shop -Plasma Cutter ESAB Powercut 872 230V 2BT S/N PM436031 | | | | | | | | \$ - |
| SE-10060 | | 1 Maintenance Shop -Makita 5" Angle Grinder | | | | | | | | \$ - |
| SE-10061 | | 1 Maintenance Shop -Mill Cutter Chop Saw (BLA DW 872 14" HD) | | | | | | | | \$ - |
| SE-10062 | | 1 Shop Equipment -ratchet binders, chains, wrench bar | | | | | | | | \$ - |
| SE-10063 | | 1 Lawn Mower Kubota G1900 Mower used | | | | | | | | \$ 194.05 |
| SE-10064 | | 1 Radio with headset Qty 6, ring charger | | | | | | | | \$ 1,065.75 |
| SE-10064 | | 3 Radios with headsets Qty 6, BNC charger | | | | | | | | \$ 1,893.50 |
| SE-10065 | | 1 Forable Building, 14x24 metal building | | | | | | | | \$ 3,182.19 |
| SE-10066 | | 1 Manliftwork Ice Matchaw Manitowoc Ice Storage Bin | | | | | | | | \$ 1,530.30 |

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Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION |
|----------------|----------|--|---------------|--------------|----|------|-------|-------------------|-------------------|
| SE-10067 | | Lawn Mower - push lawn mower | | | | | | | 61.15 |
| SE-10068 | | Maintenance Shop - air compressor | | | | | | | 286.42 |
| SE-10069 | | Truck - 1/2 ton pickup | | | | | | | 50.46 |
| SE-10070 | | Dubois Shop Refrigerator & Ice Cooler | | | | | | | 15.53 |
| SE-10071 | | Storage Container - 40 Ft Cargo Storage Unit | | | | | | | 1,679.29 |
| SE-10072 | | Truck - 1/2 ton pickup | | | | | | | 446.90 |
| SE-10073 | | Dulon Road Pressure Washer Primarily Internal Labor | | | | | | | 4,282.14 |
| SE-10074 | | Truck - 1/2 ton pickup | | | | | | | 619.31 |
| SE-10075 | | Work Benches (tables and bed racks) | | | | | | | 2,741.54 |
| SE-10076 | | Truck - 1/2 ton pickup | | | | | | | 4,056.46 |
| SE-10077 | | Lawn Mower - Mantis, John Deer 2425 2HP | | | | | | | 1,172.52 |
| SE-10078 | | Lorimer Portable Pressure Test Pump System, 10,000PSI (single pump with cabinet) | | | | | | | 443.21 |
| SE-10079 | | 1/8 Pedestal Crane, 1 Ton 20FT Wall Mount with 1 Ton 15FT Hoist | | | | | | | 2,816.85 |
| SE-10080 | | Truck - 1/2 ton pickup | | | | | | | 3,086.59 |
| SE-10081 | | Bedon with headrests - Marshall (Qty 8) | | | | | | | 1,142.56 |
| SE-10082 | | Pressure Washer | | | | | | | 398.27 |
| SE-10083 | | Welder/Generator | | | | | | | 665.55 |
| SE-10084 | | Truck - 1/2 ton pickup | | | | | | | 754.30 |
| SE-10085 | | Truck - 1/2 ton pickup | | | | | | | 226.11 |
| SE-10086 | | Reeling leader for Coiled Tubing | | | | | | | 492.51 |
| SE-10087 | | Test Pump | | | | | | | 2,866.85 |
| SE-10088 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10089 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10090 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10091 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10092 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10093 | | Micronela 2 Channel VHF Commercial BDX Radio with Headset | | | | | | | 48.15 |
| SE-10094 | | BOP Test Stand Pump 514 | | | | | | | 14.35 |
| SE-10095 | | Waste Water Treatment System | | | | | | | 19,776.79 |
| SE-10096 | | Chemical Tank Beds | | | | | | | 4,833.37 |
| SE-10097 | | Hydrogen Slab with Tank Installation | | | | | | | 8,407.47 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# / Suffix | Description | Min Category | Sub-category | Vin # / Serial # | YR | Mile | Model | Assigned To Asset | PHYSICAL LOCATION | Cost |
|-------------------------|---|--------------|--------------|------------------|----|------|-------|-------------------|-------------------|--------------|
| SE-10099 | 1 Tool Cabinet on rollers, 7 drawer | | | | | | | | | \$ 366.83 |
| SE-10100 | 1 Safety Cabinet (yellow) 52x34x32, 2 drawer | | | | | | | | | \$ 423.55 |
| SE-10101 | 1 Storage Unit, 30 drawers with dividers | | | | | | | | | \$ 192.21 |
| SE-10102 | 1 Minor Back | | | | | | | | | \$ 994.54 |
| SE-10103 | 1 Tong Sollower Hanger | | | | | | | | | \$ 101.95 |
| SE-10104 | 1 5150 Unmanned Starter | | | | | | | | | \$ 3,245.77 |
| SE-10105 | 1 Visa 25 Bench Voke Budget (Qty 3) | | | | | | | | | \$ 487.78 |
| SE-10106 | 1 Basic Equipment, full top opening | | | | | | | | | \$ 810.27 |
| SE-10107 | 1 Post collar Stand, head high, rigid stand | | | | | | | | | \$ 113.99 |
| SE-10108 | 1 10" Drill Press, 1.17 HP, 175RPM, 11-SP, Wilson | | | | | | | | | \$ 555.74 |
| SE-10109 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.24 |
| SE-10110 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.23 |
| SE-10111 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.23 |
| SE-10112 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.23 |
| SE-10113 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.23 |
| SE-10114 | 1 Motorola RV2020 Commercial 2-Way Hand Held Radio with Headset | | | | | | | | | \$ 111.23 |
| SE-10115 | 1 Time Clock - Latham Time Clock | | | | | | | | | \$ 105.15 |
| SE-10116 | 1 Lafayette Parish Sales Tax Audit Assessment | | | | | | | | | \$ 16,021.68 |
| SE-10117 | 1 Hydraulic puller w/ pulley head | | | | | | | | | \$ 1,251.51 |
| SE-10118 | 1 Troy BR Riding Mower | | | | | | | | | \$ 136.36 |
| SE-10119 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.84 |
| SE-10120 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.84 |
| SE-10121 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.84 |
| SE-10122 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.83 |
| SE-10123 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.83 |
| SE-10124 | 1 Handheld Radio with Headset | | | | | | | | | \$ 210.83 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
Fixed Asset Schedule
as of 1/31/2014

| Asset Unit ID# | SubID | Description | Main Category | Sub-Category | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-------|--|---------------|--------------|----|------|-------|-------------------|-------------------|-----------|
| SE-10125 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10126 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10127 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10128 | 2 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10129 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10130 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10131 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10132 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10133 | 1 | Handheld radio with headset | | | | | | | | 210.83 |
| SE-10134 | 1 | Remote Access Module (testing device used to remotely test the TDE pumps & PLC) | | | | | | | | 3,891.84 |
| SE-10135 | 1 | Popcorn Tank 500 Gallon | | | | | | | | 974.64 |
| SE-10136 | 1 | MO-GD - used in Coiled Tubing operations | | | | | | | | 3,439.25 |
| SE-10137 | 1 | Pump - M3I 600HP Triplex Pump | | | | | | | | 89,714.26 |
| SE-10138 | 1 | Seals Puller Kit | | | | | | | | 2,242.48 |
| SE-10139 | 1 | Electronic Gate for Merihall Yard Entrance | | | | | | | | 5,814.64 |
| SE-10140 | 1 | Welding Machine (Miller) | | | | | | | | 871.49 |
| SE-10141 | 1 | Refrigerator - 4-Door LGHT LB371E 18CF Refrigerator for shop | | | | | | | | 244.68 |
| SE-10142 | 1 | Shop Fan PAC-261825 | | | | | | | | 1,209.61 |
| SE-10143 | 1 | 12" x 5" Heavy Duty Ductile Steel Swivel Caster w/weld on 4-position Swivel Lock | | | | | | | | 15,915.11 |
| SE-10144 | 1 | Lawnmower - John Deere 42" cut Hydro lawnmower | | | | | | | | 1,931.91 |
| SE-10145 | 1 | Kobalt Tool box for Test Dock at Dilsida | | | | | | | | 602.39 |
| SE-10146 | 1 | Container - 101" x 8'W storage container | | | | | | | | 2,708.32 |
| SE-10147 | 1 | Air Compressor Model D185FJD - 2009 model, wheel unit, new Sullivan/Palazak, 100 | | | | | | | | 13,439.60 |
| SE-10198 | 1 | Cooler Box Transportation Fixture | | | | | | | | 1,996.17 |
| SE-10199 | 1 | Cooler Box Transportation Fixture | | | | | | | | 1,996.17 |
| SE-10400 | 1 | Cooler Box Transportation Fixture | | | | | | | | 1,996.17 |
| SE-10401 | 1 | Cooler Box Transportation Fixture | | | | | | | | 1,996.17 |
| SE-10402 | 1 | Cooler Box Transportation Fixture | | | | | | | | 1,996.17 |
| SE-10696 | 1 | CX100 439-470, 25-40W, 32 Channel Radio (4) | | | | | | | | 1,821.72 |
| SE-10718 | 1 | CX100 Radio | | | | | | | | 445.49 |
| SE-10719 | 1 | CX100 Radio | | | | | | | | 445.49 |
| SE-10720 | 1 | CX100 Radio | | | | | | | | 513.60 |
| SE-10733 | 1 | Tool Cabinet w/ Top Drawer | | | | | | | | 342.90 |
| SE-10734 | 1 | Tool Chest | | | | | | | | 342.90 |

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922FNCT1752
922FNCT1755

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|-----------|
| SE-10735 | 1 | Surfice Interface Module (6) | | | | | | | | | 4,040.90 |
| SE-10748 | 1 | Headset Stations for Radios | | | | | | | | | \$ 375.55 |
| SE-10754 | 1 | 12/24 Volt Charger (Jump Box for Shop Use) | | | | | | | | | \$ 484.48 |
| SE-10755 | 1 | 12/24 Volt Charger (Jump Box for Shop Use) | | | | | | | | | \$ 484.48 |
| SE-10756 | 1 | 12/24 Volt Charger (Jump Box for Shop Use) | | | | | | | | | \$ 484.48 |
| SE-10757 | 1 | 12/24 Volt Charger (Jump Box for Shop Use) | | | | | | | | | \$ 484.48 |
| SE-10774 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10775 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10776 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10777 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10778 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10779 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10780 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10781 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10782 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10783 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10784 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10785 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10786 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10787 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10788 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10789 | 1 | Interface Cable | | | | | | | | | \$ 194.12 |
| SE-10790 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10791 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10792 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10793 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10794 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10795 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10796 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10797 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10798 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10799 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10800 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10801 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10802 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10803 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10804 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10805 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10806 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10807 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10808 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10809 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10810 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10811 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10812 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10813 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 53.47 |
| SE-10814 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10815 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10816 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10817 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10818 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Surplus | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|---------|--|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|--------------|
| SE-10819 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10820 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.08 |
| SE-10821 | 1 | Extreme Noise Headset with Mouth Muff | | | | | | | | | \$ 273.10 |
| SE-10822 | 1 | Density Gauge for Flow Iron | | | 2048420-01/87833 | | | | | | \$ 10,881.08 |
| SE-10823 | 1 | Density Gauge for Flow Iron | | | 2048420-02/87835 | | | | | | \$ 10,881.08 |
| SE-10824 | 1 | Density Gauge for Flow Iron | | | 87834, U-3715 | | | | | | \$ 11,095.32 |
| SE-10825 | 1 | Density Gauge for Flow Iron | | | 8835, U-3716 | | | | | | \$ 9,519.44 |
| SE-10826 | 1 | Density Gauge for Flow Iron | | | | | | | | | \$ 10,124.72 |
| SE-10827 | 1 | Density Gauge for Flow Iron | | | | | | | | | \$ 1,093.38 |
| SE-10828 | 1 | Multi-Gas Detector | | | | | | | | | \$ 1,093.37 |
| SE-10829 | 1 | Multi-Gas Detector | | | | | | | | | \$ 376.04 |
| SE-10830 | 1 | Multi-Gas Detector | | | | | | | | | \$ 376.04 |
| SE-10831 | 1 | Multi-Gas Detector | | | | | | | | | \$ 262.14 |
| SE-10832 | 1 | Multi-Gas Detector | | | | | | | | | \$ 262.14 |
| SE-10833 | 1 | Multi-Gas Detector | | | | | | | | | \$ 376.04 |
| SE-10834 | 1 | Multi-Gas Detector | | | | | | | | | \$ 6,050.38 |
| SE-10835 | 1 | Multi-Gas Detector | | | | | | | | | \$ 2,742.21 |
| SE-10836 | 1 | Slitted Test Booth with Hinged Door and 4 3/16 TSM Test Flange w/Autoclave Cont | | | | | | | DUKON | | \$ 603.36 |
| SE-10837 | 1 | 5 1/8 15M Test Flange with Autoclave connection and 1 3/4" CS Mandrel Connection | | | | | | | DUKON | | \$ 1,169.87 |
| SE-10838 | 1 | Welding Machine @ TPT | | | | | | | | | \$ 1,169.96 |
| SE-10839 | 1 | High Speed Chemical Tote Mixer | | | | | | | | | \$ 86.47 |
| SE-10840 | 1 | High Speed Chemical Tote Mixer | | | | | | | | | \$ 86.47 |
| SE-10841 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10842 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10843 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10844 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10845 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10846 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10847 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10848 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10849 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10850 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10851 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10852 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10853 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10854 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10855 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10856 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10857 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10858 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10859 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10860 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10861 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10862 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10863 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10864 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10865 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10866 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10867 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10868 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |
| SE-10869 | 1 | PR400 16CH Radio w/Single unit charger for Spread 4 | | | | | | | | | \$ 86.47 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC

Fixed Asset Schedule

as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----|-------|
| SE-10870 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10871 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10872 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10873 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10874 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10875 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10876 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10877 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10878 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10879 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10880 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10881 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10882 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10883 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10884 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10885 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10886 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10887 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10888 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10889 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10890 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10891 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10892 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10893 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10894 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10895 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10896 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10897 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10898 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10899 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10900 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10901 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10902 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10903 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10904 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10905 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10906 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10907 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10908 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10909 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10910 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10911 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10912 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10913 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10914 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10915 | 1 | PR400 16CH Radio w/single unit charger for Spread 4 | | | | | | | | | \$ | 86.47 |
| SE-10916 | 1 | Multi Unit Charger | | | | | | | | | \$ | 66.86 |
| SE-10917 | 1 | Multi Unit Charger | | | | | | | | | \$ | 66.86 |
| SE-10918 | 1 | Multi Unit Charger | | | | | | | | | \$ | 66.86 |
| SE-10919 | 1 | Multi Unit Charger | | | | | | | | | \$ | 66.86 |
| SE-10920 | 1 | Multi Unit Charger | | | | | | | | | \$ | 66.86 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Yr. / Serial # | Yr. | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|----------|--------------------------------|---------------|--------------|----------------|-----|------|-------|-------------------|-------------------|----------|
| SE-10921 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10922 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10923 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10924 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10925 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10926 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10927 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10928 | 1 | Multi Unit Charger | | | | | | | | | \$ 66.86 |
| SE-10929 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10930 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10931 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10932 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10933 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10934 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10935 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10936 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10937 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10938 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10939 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10940 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10941 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10942 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10943 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10944 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10945 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10946 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10947 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10948 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10949 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10950 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10951 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10952 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10953 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10954 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10955 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10956 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10957 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10958 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10959 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10960 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10961 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10962 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10963 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10964 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10965 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10966 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10967 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10968 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10969 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10970 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |
| SE-10971 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | \$ 69.53 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Mish Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----------|
| SE-10972 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10973 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10974 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10975 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10976 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10977 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10978 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10979 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10980 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10981 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10982 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10983 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10984 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10985 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10986 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10987 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10988 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10989 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10990 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10991 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10992 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10993 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10994 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10995 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10996 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10997 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10998 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-10999 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-11000 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-11001 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-11002 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-11003 | 1 | Dual Muff Headset for Spread 4 | | | | | | | | | 68.53 |
| SE-11004 | 1 | 1-1/2" DR Torque Wrench 5/N TR1212-304 | | | | | | | | | 7,530.63 |
| SE-11005 | 1 | Single Sored 3/4" Square Drive Pneumatic Torque Machine | | | | | | | | | 3,690.69 |
| SE-11006 | 1 | Elect 115V 10K PSI Pump | | | | | | | | | 4,129.28 |
| SE-11007 | 1 | 1-3/4" Clamp Nut w/Alignment Shave | | | | | | | | | 2,172.26 |
| SE-11008 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11009 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11010 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11011 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11012 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11013 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11014 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11015 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11016 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11017 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11018 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11019 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11020 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11021 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |
| SE-11022 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | 85.90 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
Fixed Asset Schedule
as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----------|
| SE-11023 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11024 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11025 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11026 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11027 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11028 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11029 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11030 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11031 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11032 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11033 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11034 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11035 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11036 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11037 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11038 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11039 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11040 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11041 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11042 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11043 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11044 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11045 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11046 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11047 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11048 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11049 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11050 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11051 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11052 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11053 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11054 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11055 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11056 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11057 | 1 | PR400 16 Channel Radio for STX Spread 3 | | | | | | | | | \$ 85.90 |
| SE-11058 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11059 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11060 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11061 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11062 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11063 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11064 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11065 | 1 | Multi Link Charger for STX Spread 3 | | | | | | | | | \$ 66.68 |
| SE-11066 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11067 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11068 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11069 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11070 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11071 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11072 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |
| SE-11073 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | | \$ 70.11 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset/Unit ID# | Suffix | Description | Main Category | Sub-Category | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|----|------|-------|-------------------|-------------------|--------------|
| SE-11074 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11075 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11076 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11077 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11078 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11079 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11080 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11081 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11082 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11083 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11084 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11085 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11086 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11087 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11088 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11089 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11090 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11091 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11092 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11093 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11094 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11095 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11096 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11097 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11098 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11099 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11100 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11101 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11102 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11103 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11104 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11105 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11106 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11107 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11108 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11109 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11110 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11111 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11112 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11113 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11114 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11115 | 1 | Dual Muff Headset for STX Spread 3 | | | | | | | | \$ 70.11 |
| SE-11116 | 1 | 5MM-150 Turntable Strach Wrapper | | | | | | | | \$ 8,482.12 |
| SE-11117 | 1 | Ez-Roll Aluminum Dashboards | | | | | | | | \$ 1,056.09 |
| SE-11118 | 1 | Master Station | | | | | | | | \$ 480.19 |
| SE-11119 | 1 | Radio Cord Junction Box (2) | | | | | | | | \$ 484.81 |
| SE-11120 | 1 | Radio Interface Box (7) | | | | | | | | \$ 2,341.92 |
| SE-11121 | 1 | Headsets (7) | | | | | | | | \$ 1,815.95 |
| SE-11122 | 1 | Hose Climper - Park/imp 2 (3 phase w/ Die) | | | | | | | | \$ 12,107.07 |
| SE-11123 | 1 | 2" Hose Launcher Kit | | | | | | | | \$ 1,018.89 |
| SE-11124 | 1 | 7" Circulating Swedge | | | | | | | | \$ 506.50 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|------------------|----|------|-------|-------------------|-------------------|----------|
| SE-11125 | 1 | 13-3/8" Circulating Cup | | | | | | | | | 2,488.21 |
| SE-11127 | 1 | Gas Detection System - Wireless PPM Probe | | | | | | | | | 2,969.55 |
| SE-11128 | 1 | Gas Detection System - Gas Sensor Enclosure (4) | | | | | | | | | 7,958.88 |
| SE-11132 | 1 | Gas Detection System - 4-Gang Battery Charger | | | | | | | | | 403.72 |
| SE-11133 | 1 | Gas Detection System - Sensor Stand (4) | | | | | | | | | 1,272.77 |
| SE-11137 | 1 | Radio | | | 442TNW4668 | | | | | | 90.84 |
| SE-11138 | 1 | Radio | | | 442TNW4878 | | | | | | 90.84 |
| SE-11139 | 1 | Radio | | | 442TNW4681 | | | | | | 90.84 |
| SE-11140 | 1 | Radio | | | 442TNW4888 | | | | | | 90.84 |
| SE-11141 | 1 | Multi Unit Charger | | | | | | | | | 57.28 |
| SE-11142 | 1 | Dual Muff Headset | | | | | | | | | 72.35 |
| SE-11143 | 1 | Dual Muff Headset | | | | | | | | | 72.35 |
| SE-11144 | 1 | Dual Muff Headset | | | | | | | | | 72.35 |
| SE-11145 | 1 | Dual Muff Headset | | | | | | | | | 72.35 |
| SE-11146 | 1 | Engine Diagnostic Scanner | | | | | | | | | 5,306.40 |
| SE-11147 | 1 | 20 Ton Ramp | | | | | | | | | 685.61 |
| SE-11148 | 1 | NOR 720000 Trans Jack | | | | | | | | | 1,485.41 |
| SE-11149 | 1 | PR400 Radio STX | | | 442TNW4899 | | | | | | 484.26 |
| SE-11150 | 1 | PR400 Radio STX | | | 442TNW4909 | | | | | | 484.26 |
| SE-11151 | 1 | PR400 Radio STX | | | 442TNW4910 | | | | | | 484.26 |
| SE-11152 | 1 | PR400 Radio STX | | | 442TNW4913 | | | | | | 484.26 |
| SE-11153 | 1 | PR400 Radio STX | | | 442TNW4926 | | | | | | 484.26 |
| SE-11154 | 1 | PR400 Radio STX | | | 442TNW4953 | | | | | | 484.26 |
| SE-11155 | 1 | PR400 Radio STX | | | 442TNW4955 | | | | | | 484.26 |
| SE-11156 | 1 | PR400 Radio STX | | | 442TNW4958 | | | | | | 484.26 |
| SE-11157 | 1 | PR400 Radio STX | | | 442TNW4972 | | | | | | 484.26 |
| SE-11158 | 1 | PR400 Radio STX | | | 442TNW4973 | | | | | | 484.26 |
| SE-11159 | 1 | PR400 Radio STX | | | 442TNW4980 | | | | | | 484.26 |
| SE-11160 | 1 | PR400 Radio STX | | | 442TNW5001 | | | | | | 484.26 |
| SE-11161 | 1 | PR400 Radio STX | | | 442TNW5009 | | | | | | 484.26 |
| SE-11163 | 1 | PR400 Radio STX | | | 442TNW5004 | | | | | | 484.26 |
| SE-11164 | 1 | PR400 Radio STX | | | 442TNW5027 | | | | | | 484.26 |
| SE-11165 | 1 | PR400 Radio STX | | | 442TNW5031 | | | | | | 484.26 |
| SE-11166 | 1 | PR400 Radio STX | | | 442TNW5039 | | | | | | 484.26 |
| SE-11167 | 1 | PR400 Radio STX | | | 442TNW4771 | | | | | | 484.26 |
| SE-11168 | 1 | PR400 Radio STX | | | 442TNW4787 | | | | | | 484.26 |
| SE-11169 | 1 | PR400 Radio STX | | | 442TNW4798 | | | | | | 484.26 |
| SE-11170 | 1 | PR400 Radio STX | | | 442TNW7283 | | | | | | 484.26 |
| SE-11171 | 1 | PR400 Radio STX | | | 442TNW7286 | | | | | | 484.26 |
| SE-11172 | 1 | PR400 Radio STX | | | 442TNW7319 | | | | | | 484.26 |
| SE-11173 | 1 | PR400 Radio STX | | | 442TNW7248 | | | | | | 358.70 |
| SE-11174 | 1 | Multi Unit Charger STX | | | | | | | | | 358.70 |
| SE-11175 | 1 | Multi Unit Charger STX | | | | | | | | | 358.70 |
| SE-11176 | 1 | Multi Unit Charger STX | | | | | | | | | 376.00 |
| SE-11177 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |
| SE-11178 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |
| SE-11179 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |
| SE-11180 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |
| SE-11181 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |
| SE-11182 | 1 | Dual Muff Headset PHILMS2778 STX | | | | | | | | | 376.00 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|-------------------|---|---------------|--------------|------------------|------|------|-------------------|-------------------|-------------------|---------------|
| SE-11183 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11184 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11185 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11186 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11187 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11188 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11189 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11190 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11191 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11192 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11193 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11194 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11195 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11196 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11197 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11198 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11199 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11200 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11201 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11202 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11203 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11204 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11205 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11206 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11207 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11208 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11209 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11210 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11211 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11212 | 1 | Dual Mufl Headset PMLMS2778 STX | | | | | | | | | \$ 376.00 |
| SE-11213 | 1 | Impact Wrench Kit, 18V | | | | | | | | | \$ 380.30 |
| SE-11214 | 1 | Flute Meter | | | | | | Milwaukee 2662-22 | | | \$ 1,692.33 |
| SE-11215 | 1 | Crawfish Boiler/Sambalaya/Gumbo Pot | | | | | | | | | \$ 944.88 |
| SE-11216 | 1 | Hose Sled Pulling Tool | | | | | | | | | \$ 1,960.61 |
| SE-11217 | 1 | Lincoln Power Welding Machine | | | | | | | | | \$ 1,989.58 |
| SE-11218 | 1 | Wrench Torque 3/4" 100-600 Ft. Lbs. | | | | | | | | | \$ 486.56 |
| SE-11219 | 1 | 1/8 hp Pump mounted plate w/ pump ext | | | | | | | | | \$ 1,645.14 |
| SE-11220 | 1 | Tool kit to upfit BT-15 for CTU-08 | | | | | | | BT-15 | | \$ 10,441.34 |
| SE-11223 | 1 | Portable MOTO100 RR w/ Locator & Battery - Fleet Mgmt Equip | | | 40250 | | | | | | \$ 1,733.54 |
| SE-11224 | 2 | Portable MOTO100 RR w/ Locator & Battery - Fleet Mgmt Equip - PPV | | | 40250 | | | | | | \$ 157.85 |
| SE-11234 | 1 | Welding Machine - DC TIG/Stick Welder | | | | | | | | | \$ 1,916.79 |
| SE-11246 | 1 | Pneumatic Torque Wrench | | | | | | | | | \$ 4,287.97 |
| SE-11247 | 1 | Pneumatic Torque Wrench | | | | | | | | | \$ 4,287.97 |
| SE-11260 | 1 | Shelving for Northeast PA Shop | | | | | | | | | \$ 11,972.11 |
| STK-01 | 1 | SKT-01 Solid Nitrogen Tank portable cryogenic tank | | | 8753-1 | | | | | | \$ |
| STK-01 | 1 | SKT-01 Sand Return Tank - fabrication, materials and labor, air diaphragm pump, | | | | | | | | | \$ |
| ST-001 | 1 | SKT-01 1000 Stainless Steel Transport Tank, single tank on tandem ax | | | | | | | | | \$ 5,793.38 |
| ST-001 | 1 | Service (Mechanic) Truck | | | 3FANF6FK1D295421 | 2012 | Ford | F650 | | | \$ 90,993.79 |
| STK-Men Camp | 1 | South Texas Men Camp | | | | | | | | | \$ 373,781.05 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC

Fixed Asset Schedule

as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Year / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|---|---------------|--------------|-----------------|----|------|-------|-------------------|-------------------|---------------|
| STX-Main Camp | 2 | South Texas Main Camp | | | | | | | | | \$ 116,579.02 |
| STX-Main Camp | 3 | South Texas Main Camp | | | | | | | | | \$ 54,135.42 |
| SW-00001 | 1 | Software Lic for SQL 2008 R2 for 2nd SQL Server in ERP Project | | | | | | | | | \$ 1,753.00 |
| SW-00002 | 1 | FirePro Maintenance 6/2011 - 5/2012 | | | | | | | | | \$ 15,923.12 |
| SW-00003 | 1 | FirePro Licenses (13) | | | | | | | | | \$ 298,085.67 |
| SW-00004 | 1 | Field Tix Software | | | | | | | | | \$ 1,445.69 |
| SW-00005 | 1 | Adobe Acrobat X Pro v. 10 (4) | | | | | | | | | \$ 1,457.91 |
| SW-00006 | 1 | Microsoft Office Standard - 2010 License (3) | | | | | | | | | \$ 1,000.32 |
| SW-00007 | 1 | Microsoft Office Pro Plus License (1) | | | | | | | | | \$ 434.72 |
| SW-00008 | 1 | Microsoft Access 2010 License (7) | | | | | | | | | \$ 1,092.68 |
| SW-00009 | 1 | Microsoft Visio 2010 License (2) | | | | | | | | | \$ 742.69 |
| SW-00010 | 1 | Adobe Acrobat XI Pro-Licenses | | | | | | | | | \$ 411.31 |
| SW-00011 | 1 | Microsoft Visio Standard 2013 License (2) | | | | | | | | | \$ 874.39 |
| SW-00012 | 1 | Adobe Acrobat X Pro v. 10 (6) | | | | | | | | | \$ 1,660.64 |
| SW-00013 | 1 | Microsoft Office Standard - 2010 License (4) | | | | | | | | | \$ 1,728.49 |
| SW-00014 | 1 | Microsoft Office Pro Plus License (1) | | | | | | | | | \$ 446.45 |
| SW-00015 | 2 | Microsoft Office Pro Plus License (1) | | | | | | | | | \$ 218.95 |
| SW-00016 | 1 | Microsoft Visio Standard 2013 License | | | | | | | | | \$ 52,466.39 |
| SW-00017 | 1 | Cartabus Licenses for Colloid Tubing Modeling Software (3) | | | | | | | | | \$ 999.90 |
| SW-00018 | 1 | Microsoft Office License (2) | | | | | | | | | \$ 236.52 |
| SW-00019 | 1 | Adobe Acrobat X Standard v. 10 | | | | | | | | | \$ 776.74 |
| SW-00020 | 1 | Sonicwall NSA220 Firewall | | | | | | | | | \$ 627.99 |
| SW-00021 | 1 | Microsoft Office Standard 2010 License (2) | | | | | | | | | \$ 2,573.44 |
| SW-00022 | 1 | Micro Worry Free Business Security Adv License (40) | | | | | | | | | \$ 356.33 |
| SW-00023 | 1 | Sonicwall Global VPN Client License Direct | | | | | | | | | \$ 449.26 |
| SW-00024 | 1 | Sonicwall 3 yr Service Agreement & Maint Lic | | | | | | | | | \$ 377.94 |
| SW-00025 | 1 | Adobe Acrobat Pro License | | | | | | | | | \$ 325.71 |
| SW-00026 | 1 | MS Office Standard 2010 License | | | | | | | | | \$ 400.21 |
| SW-00027 | 1 | LPCC-CAN-USB | | | | | | | | | \$ 3,002.69 |
| SW-00028 | 1 | DASTRAC II | | | | | | | | | \$ 324.82 |
| SW-00029 | 1 | DASTRAC Data / CAN DONGLE - Software for Colloid Tubing | | | | | | | | | \$ 306.37 |
| SW-00030 | 1 | MS Office Standard 2010 License | | | | | | | | | \$ 37,799.86 |
| SW-00031 | 1 | New Software Maintenance | | | | | | | | | \$ 1,191.74 |
| SW-00032 | 1 | MS Office Standard 2010 License (4) | | | | | | | | | \$ 2,506.19 |
| SW-00033 | 1 | MS Office Standard 2010 License (9) | | | | | | | | | \$ 4,084.74 |
| SW-00034 | 1 | MS Office Standard 2010 License (14) | | | | | | | | | \$ 721.04 |
| SW-00035 | 1 | Adobe X Standard License (3) | | | | | | | | | \$ 325.71 |
| SW-00036 | 1 | Microsoft Office Standard 2010 License | | | | | | | | | \$ 4,405.11 |
| SW-00037 | 1 | Microsoft Office Standard 2010 License (14) | | | | | | | | | \$ 721.04 |
| SW-00038 | 1 | Adobe Acrobat X Standard License (3) | | | | | | | | | \$ 4,107.78 |
| SW-00039 | 1 | Microsoft Office Standard 2010 License (13) | | | | | | | | | \$ 239.94 |
| SW-00040 | 1 | Adobe Acrobat X Standard License (1) | | | | | | | | | \$ 28.00 |
| SW-00041 | 1 | HP Ito Advanced License Pack | | | | | | | | | \$ 81.77 |
| SW-00042 | 1 | Sonicwall NSA220 Firewall | | | | | | | | | \$ 754.75 |
| SW-00043 | 1 | Microsoft Windows Server 2012 Std. License Placeholder Infrastructure | | | | | | | | | \$ 441.84 |
| SW-00044 | 1 | Sonicwall SSL VPN Pack 50ct Networking Infrastructure | | | | | | | | | \$ 1,900.98 |
| SW-00045 | 1 | Trend Micro Anybus License Networking Info Placeholder Dist (30) | | | | | | | | | \$ 298.22 |
| SW-00046 | 1 | HP Ito Advanced License Pack | | | | | | | | | \$ 710.59 |
| SW-00047 | 1 | Sonicwall NSA220 Firewall | | | | | | | | | \$ 307.35 |
| SW-00048 | 1 | Microsoft Office Standard 2010 License (1) | | | | | | | | | \$ 7,794.97 |
| SW-00048 | 1 | Electronic Licenses - Software Update - Step 7 Professional USB 64bit (2) | | | | | | | | | \$ |

PRB1100CA
CBEAP024074

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|------------------|--------|--|---------------|--------------|------------------|------|-----------|------------------------------|-------------------|-------------------|---------------|
| SW-0004 | | MSI Project Software | | | | | | | | | \$ 12,000.00 |
| SW-0050 | | New Software Maintenance (CTI-07) | | | | | | | | | \$ 40,500.58 |
| SW-01 | | SWB-01 Sand/Water Blending Unit | WSFS | | | | | | | CARENCIO | \$ 47,900.37 |
| SW-01 | | SWB-01 Sand/Water Blending Unit - assembly manual | WSFS | | | | | | | CARENCIO | \$ 14,546.99 |
| SW-01 | | SWB-01 Sand/Water Blending Unit - assembly manual | WSFS | | | | | | | CARENCIO | \$ 8,816.34 |
| SW-01 | | SWB-01 Aluminum Ladder | WSFS | | | | | | | CARENCIO | \$ 1,113.61 |
| SW-FracField2012 | | 1 Frac Field Application | WSFS | | | | | | | CARENCIO | \$ 86,474.66 |
| SW-FracQuin0200 | | 1 Frac Proposal System | WSFS | | | | | | | CARENCIO | \$ 50,186.44 |
| SW-GP2011 | | 1 Microsoft Dynamics GP2011 | WSFS | | | | | | | CARENCIO | \$ 303,132.67 |
| SW-GP2011 | | 2 Microsoft Dynamics GP2011Add on Serv | WSFS | | | | | | | CARENCIO | \$ 3,792.26 |
| SW-ScheduleApp | | 1 Field Ticket Application | WSFS | | | | | | | CARENCIO | \$ 3,668.92 |
| TDC-001 | | 1 2012 Shop made Transfer Pump (RWV) Trailer 6x18ftx4 7,000# w/hs | FSAX | RST | 1198BA8KCS72050 | 2012 | Shopyard | Trailer 6x18ftx4 7,000# w/hs | TDC-001 | ABBVILLE | \$ 64,553.79 |
| TDC-002 | | 1 2012 Peterbilt 388 Tractor | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-002 | ABBVILLE | \$ 86,742.79 |
| TDC-003 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-003 | ABBVILLE | \$ 71,719.14 |
| TDC-004 | | 1 Truck Day Cab | WSFS | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-004 | PENNSYLVANIA | \$ 78,596.72 |
| TDC-005 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-005 | ABBVILLE | \$ 78,596.72 |
| TDC-006 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-006 | PENNSYLVANIA | \$ 71,719.14 |
| TDC-006 | | 2 Truck Day Cab - Add on Material | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-006 | PENNSYLVANIA | \$ 1,337.80 |
| TDC-007 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-007 | ABBVILLE | \$ 82,815.99 |
| TDC-008 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-008 | ABBVILLE | \$ 86,747.08 |
| TDC-009 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-009 | ABBVILLE | \$ 108,459.66 |
| TDC-010 | | 1 Truck Day Cab | FSAX | RSV | 1198BA8KCS72050 | 2012 | Peterbilt | 388 | TDC-010 | ABBVILLE | \$ 108,459.66 |
| TDC-011 | | 1 2005 Trossel Trailer Triple Axle with air ride suspension | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDC-011 | ABBVILLE | \$ 36,993.26 |
| TDFP-01 | | 1 2006 Trossel Trailer Triple Axle with air ride suspension | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 291,963.89 |
| TDFP-01 | | 3 TDFP-01 Turbine Double Frac Pump - 31500hp turbine engine (front) | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 291,963.89 |
| TDFP-01 | | 3 TDFP-01 Turbine Double Frac Pump - 31500hp turbine engine (rear) | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 436,466.33 |
| TDFP-01 | | 7 TDFP-01 Turbine Double Frac Pump - 31500hp turbine engine (rear) | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 8,704.05 |
| TDFP-01 | | 9 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 11,152.4 |
| TDFP-01 | | 11 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 23,269.15 |
| TDFP-01 | | 13 TDFP-01 Turbine Double Frac Pump - 18.6 Kubota generator serial# 21041908 | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 7,619.30 |
| TDFP-01 | | 15 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 136,160.60 |
| TDFP-01 | | 17 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 140,118.50 |
| TDFP-01 | | 1 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 6,441.23 |
| TDFP-01 | | 3 TDFP-01 Turbine Double Frac Pump - centrifugal testing pump & A/C unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 40,300.72 |
| TDFP-01 | | 5 TDFP-01 Turbine Double Frac Pump - add'l modifications to unit | FSFP | RSV | 1198BA8KCS72050 | 2006 | TROX | | TDFP-01 | ABBVILLE | \$ 147,281.43 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|----------|---|---------------|--------------|------------------|------|-------------|-------|-------------------|-------------------|---------------|
| TDP-02 | 7 | TDP-02 Turbine Double Frac Pump - CFI pump #4 | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-02 | ABBEVILLE | \$ 171,909.33 |
| TDP-02 | 8 | TDP-02 Turbine Double Frac Pump - turbine engine #1 | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-02 | ABBEVILLE | \$ 39,495.84 |
| TDP-02 | 9 | TDP-02 Turbine Double Frac Pump - turbine engine #2 | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-02 | ABBEVILLE | \$ 118,767.74 |
| TDP-02 | 11 | TDP-02 Turbine Double Frac Pump - turbine engine #3 | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-02 | ABBEVILLE | \$ 318,767.74 |
| TDP-03 | 13 | TDP-03 Turbine Double Frac Pump w/ (2) 3550hp turbine engines & (2) 2150hp pump | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-03 | ABBEVILLE | \$ 591,560.52 |
| TDP-02 | 15 | TDP-02 Turbine Double Frac Pump - alum throttle module assembly | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-02 | ABBEVILLE | \$ 3,886.72 |
| TDP-03 | 17 | TDP-03 Turbine Double Frac Pump - subconer w/ 2001 turbine engine & check valve | FSTP | | 1P88407361867649 | 2006 | TRX | | TDP-03 | ABBEVILLE | \$ 3,195.50 |
| TDP-03 | 1 | TDP-03 Turbine Double Frac Pump - national oilwell pump #1 | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 19,711.89 |
| TDP-03 | 3 | TDP-03 Turbine Double Frac Pump - national oilwell pump #2 | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 168,900.95 |
| TDP-03 | 5 | TDP-03 Turbine Double Frac Pump - national oilwell pump #3 | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 168,900.96 |
| TDP-03 | 7 | TDP-03 Turbine Double Frac Pump - turbine engine #2D | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 330,301.04 |
| TDP-03 | 9 | TDP-03 Turbine Double Frac Pump - turbine engine #3 | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 330,301.04 |
| TDP-03 | 11 | TDP-03 Turbine Double Frac Pump Unit w/ 2 - 3550hp pumps | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 707,487.11 |
| TDP-03 | 13 | TDP-03 Turbine Double Frac Pump - subcon for unit & turbine coack | FSTP | | 1CCK40349484113 | 2009 | Chassis Eng | | TDP-03 | ABBEVILLE | \$ 2,596.79 |
| TDP-04 | 1 | TDP-04 Turbine Double Frac Pump - national oilwell pump #3 | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 170,856.32 |
| TDP-04 | 3 | TDP-04 Turbine Double Frac Pump - national oilwell pump #4 | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 180,260.93 |
| TDP-04 | 5 | TDP-04 Turbine Double Frac Pump - turbine engine #2 | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 334,125.01 |
| TDP-04 | 7 | TDP-04 Turbine Double Frac Pump - turbine engine #3 | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 334,125.02 |
| TDP-04 | 9 | TDP-04 Turbine Double Frac Pump w/ (2) 3550hp turbine engines & (2) 2000hp pump | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 589,775.72 |
| TDP-04 | 11 | TDP-04 Turbine Double Frac Pump - high Pressure Hoses & Chkdrwa | FSTP | | 1CCK40359481114 | 2009 | Chassis Eng | | TDP-04 | ABBEVILLE | \$ 19,049.44 |
| TDP-10 | 1 | TDP-10 Turbine Double Pump mounted on 2008 Chassis King Trailer | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 686,253.99 |
| TDP-10 | 3 | TDP-10 Turbine Double Pump - additional equipment | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 1,321.28 |
| TDP-10 | 5 | TDP-10 Turbine Double Pump - additional equipment | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 3,297.43 |
| TDP-10 | 7 | TDP-10 Turbine Double Pump - Transducem Vistram (electrical component) | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 4,680.07 |
| TDP-10 | 9 | TDP-10 Turbine Double Pump Unit - fabricated & installed 3rd axle to trailer | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 9,170.63 |
| TDP-10 | 11 | TDP-10 Turbine Double Pump Unit - add'l electronic & fuel system work | FSTP | | 1CCK40248481036 | 2008 | Chassis Eng | | TDP-10 | ABBEVILLE | \$ 2,850.70 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|----------------|---------------|--------------|------------------|-----|------|------------------|-----------------------------|-----------------------------|---------------|
| TE-001 | 1 | Turbine Engine | PSFP | | LE171549 | ATS | ATS | T-55 Short Shaft | TFP-006 | TPT | \$ 228,823.87 |
| TE-002 | 1 | Turbine Engine | PSFP | LE195808K | | ATS | ATS | T-55 | TFP-006 | ABBESVILLE | \$ 228,823.87 |
| TE-003 | 1 | Turbine Engine | PSFP | TP11222703 | | ATS | ATS | T-55 | TFP-001 | PENNSYLVANIA | \$ 228,823.87 |
| TE-004 | 1 | Turbine Engine | PSFP | LE092168K | | ATS | ATS | T-55 Short Shaft | TFP-005 | ABBESVILLE | \$ 228,823.87 |
| TE-005 | 1 | Turbine Engine | PSFP | LE19131K | | MTT | MTT | T-55 | TFP-007 | TPT | \$ 561,549.83 |
| TE-006 | 1 | Turbine Engine | PSFP | LE171701 | | MTT | MTT | T-55 | TFP-007 | ABBESVILLE | \$ 561,549.83 |
| TE-007 | 1 | Turbine Engine | PSFP | LE171201 | | MTT | MTT | T-55 Short Shaft | TFP-008 | ABBESVILLE | \$ 561,549.83 |
| TE-008 | 1 | Turbine Engine | PSFP | LE19142K | | MTT | MTT | T-55 Short Shaft | TFP-009 | ABBESVILLE | \$ 561,549.83 |
| TE-009 | 1 | Turbine Engine | PSFP | LE19127K | | MTT | MTT | T-55 Short Shaft | TFP-010 | ABBESVILLE | \$ 561,549.83 |
| TE-010 | 1 | Turbine Engine | PSFP | LE171401 | | MTT | MTT | T-55 Short Shaft | TFP-010 | ABBESVILLE | \$ 561,549.83 |
| TE-011 | 1 | Turbine Engine | PSFP | LE171676 | | ATS | ATS | T-55 | TFP-012 | TPT | \$ 502,002.93 |
| TE-012 | 1 | Turbine Engine | PSFP | LE171642 | | ATS | ATS | T-55 Short Shaft | TFP-012 | PENNSYLVANIA | \$ 502,002.93 |
| TE-013 | 1 | Turbine Engine | PSFP | LE19452K | | ATS | ATS | T-55 Short Shaft | TFP-013 | PENNSYLVANIA | \$ 502,002.93 |
| TE-014 | 1 | Turbine Engine | PSFP | LE171323 | | ATS | ATS | T-55 Short Shaft | TFP-014 | ABBESVILLE | \$ 502,002.93 |
| TE-015 | 1 | Turbine Engine | PSFP | TM617K | | ATS | ATS | T-55 Short Shaft | TFP-015 | PENNSYLVANIA | \$ 516,888.65 |
| TE-016 | 1 | Turbine Engine | PSFP | LE19817A | | ATS | ATS | T-55 | TFP-015 | PENNSYLVANIA | \$ 502,002.93 |
| TE-017 | 1 | Turbine Engine | PSFP | LE171864 | | ATS | ATS | T-55 | TPT | TPT | \$ 502,002.93 |
| TE-018 | 1 | Turbine Engine | PSFP | LE19766A | | ATS | ATS | T-55 | TPT | TPT | \$ 502,002.93 |
| TE-019 | 1 | Turbine Engine | PSFP | TP11222702 | | ATS | ATS | T-55 | TPT /BEYOND ECONOMIC REPAIR | PENNSYLVANIA | \$ 502,002.93 |
| TE-020 | 1 | Turbine Engine | PSFP | LE19113K | | ATS | ATS | T-55 | TFP-047 | PENNSYLVANIA | \$ 502,002.93 |
| TE-022 | 1 | Turbine Engine | PSFP | TP11217401 | | MTT | MTT | T-55 | TFP-047 | ABBESVILLE | \$ 561,549.83 |
| TE-023 | 1 | Turbine Engine | PSFP | TP11214401 | | MTT | MTT | T-55 | TFP-048 | ABBESVILLE | \$ 561,549.83 |
| TE-024 | 1 | Turbine Engine | PSFP | LE171456 | | ATS | ATS | T-55 | TFP-050 | PENNSYLVANIA | \$ 502,002.93 |
| TE-025 | 1 | Turbine Engine | PSFP | TP11222701 | | MTT | MTT | T-55 | TFP-061 | ABBESVILLE | \$ 561,549.83 |
| TE-026 | 1 | Turbine Engine | PSFP | LE19739A | | ATS | ATS | T-55 | TPT | TPT | \$ 539,219.74 |
| TE-027 | 1 | Turbine Engine | PSFP | LE19780A | | ATS | ATS | T-55 | TFP-039 | TPT /BEYOND ECONOMIC REPAIR | \$ 539,219.74 |
| TE-029 | 1 | Turbine Engine | PSFP | LE171879 | | ATS | ATS | T-55 | TFP-039 | PENNSYLVANIA | \$ 539,219.74 |
| TE-031 | 1 | Turbine Engine | PSFP | LE19143K | | ATS | ATS | T-55 Short Shaft | TFP-006 | ABBESVILLE | \$ 539,219.74 |
| TE-033 | 1 | Turbine Engine | PSFP | LE19398K | | ATS | ATS | T-55 Short Shaft | TFP-037 | PENNSYLVANIA | \$ 539,219.74 |
| TE-034 | 1 | Turbine Engine | PSFP | LE19128K | | ATS | ATS | T-55 | TFP-035 | ABBESVILLE | \$ 315,603.67 |
| TE-035 | 1 | Turbine Engine | PSFP | 11001 | | ATS | ATS | TF-40 Long Shaft | TFP-016 | PENNSYLVANIA | \$ 329,238.05 |
| TE-036 | 1 | Turbine Engine | PSFP | 11003 | | ATS | ATS | TF-40 Long Shaft | TFP-057 | ABBESVILLE | \$ 297,424.50 |
| TE-037 | 1 | Turbine Engine | PSFP | 11015 | | ATS | ATS | TF-40 | TPT | TPT | \$ 297,424.50 |
| TE-038 | 1 | Turbine Engine | PSFP | 11016 | | ATS | ATS | TF-40 | TPT | TPT | \$ 315,603.67 |
| TE-039 | 1 | Turbine Engine | PSFP | 11009 | | ATS | ATS | TF-40 | TPT | TPT | \$ 315,603.67 |
| TE-040 | 1 | Turbine Engine | PSFP | 12019 | | ATS | ATS | TF-40 Long Shaft | TFP-028 | ABBESVILLE | \$ 297,424.50 |
| TE-041 | 1 | Turbine Engine | PSFP | 12021 | | ATS | ATS | TF-40 | TFP-059 | PENNSYLVANIA | \$ 315,603.67 |
| TE-042 | 1 | Turbine Engine | PSFP | 12022 | | ATS | ATS | TF-40 Long Shaft | TFP-026 | ABBESVILLE | \$ 329,238.05 |
| TE-043 | 1 | Turbine Engine | PSFP | 12023 | | ATS | ATS | TF-40 Long Shaft | TPT | TPT | \$ 315,603.67 |
| TE-044 | 1 | Turbine Engine | PSFP | 12024 | | ATS | ATS | TF-40 | TPT | TPT | \$ 315,603.67 |
| TE-045 | 1 | Turbine Engine | PSFP | 12025 | | ATS | ATS | TF-40 Long Shaft | TFP-018 | ABBESVILLE | \$ 315,603.67 |
| TE-046 | 1 | Turbine Engine | PSFP | 12026 | | ATS | ATS | TF-40 | TFP-036 | ABBESVILLE | \$ 315,603.67 |
| TE-047 | 1 | Turbine Engine | PSFP | 12027 | | ATS | ATS | TF-40 Long Shaft | TFP-031 | ABBESVILLE | \$ 297,424.50 |
| TE-048 | 1 | Turbine Engine | PSFP | 12028 | | ATS | ATS | TF-40 Long Shaft | TFP-035 | ABBESVILLE | \$ 297,424.50 |
| TE-049 | 1 | Turbine Engine | PSFP | 12029 | | ATS | ATS | TF-40 | TFP-060 | PENNSYLVANIA | \$ 315,603.67 |
| TE-050 | 1 | Turbine Engine | PSFP | 12030 | | ATS | ATS | TF-40 | TPT | TPT | \$ 315,603.67 |
| TE-051 | 1 | Turbine Engine | PSFP | 12031 | | ATS | ATS | TF-40 | TFP-045 | ABBESVILLE | \$ 315,603.67 |
| TE-053 | 1 | Turbine Engine | PSFP | 12033 | | ATS | ATS | TF-40 Long Shaft | TFP-024 | ABBESVILLE | \$ 315,603.67 |
| TE-054 | 1 | Turbine Engine | PSFP | 12034 | | ATS | ATS | TF-40 | TFP-049 | TPT | \$ 315,603.67 |
| TE-055 | 1 | Turbine Engine | PSFP | 12035 | | ATS | ATS | TF-40 | TFP-044 | TPT | \$ 315,603.67 |
| TE-056 | 1 | Turbine Engine | PSFP | 12036 | | ATS | ATS | TF-40 | TFP-053 | ABBESVILLE | \$ 315,603.67 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Line # | Surfix | Description | Main Category | Sub-category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|--------------|--------|-------------------------------------|---------------|--------------|------------------|----|------|------------------|-------------------|-------------------|---------------|
| TE-057 | 1 | Turbine Engine | FSTFP | | 12037 | | ATS | TF-40 Long Shaft | TFP-030 | ABBEVILLE | \$ 315,603.67 |
| TE-058 | 1 | Turbine Engine | FSTFP | | 12038 | | ATS | TF-40 | TFP-049 | PENNSYLVANIA | \$ 329,239.05 |
| TE-059 | 1 | Turbine Engine | FSTFP | | 12039 | | ATS | TF-40 Long Shaft | TFP-064 | PENNSYLVANIA | \$ 315,603.67 |
| TE-060 | 1 | Turbine Engine | FSTFP | | 12040 | | ATS | TF-40 | TFP-063 | PENNSYLVANIA | \$ 339,893.35 |
| TE-061 | 1 | Turbine Engine | FSTFP | | 12041 | | ATS | TF-40 | TFP-027 | ABBEVILLE | \$ 306,146.85 |
| TE-062 | 1 | Turbine Engine | FSTFP | | 12042 | | ATS | TF-40 Long Shaft | TFP-019 | ABBEVILLE | \$ 283,468.97 |
| TE-063 | 1 | Turbine Engine | FSTFP | | 11008 | | ATS | TF-40 Long Shaft | TFP-022 | ABBEVILLE | \$ 283,468.97 |
| TE-064 | 1 | Turbine Engine | FSTFP | | 11001 | | ATS | TF-40 | TFP-020 | ABBEVILLE | \$ 283,468.97 |
| TE-065 | 1 | Turbine Engine | FSTFP | | 11013 | | ATS | TF-40 | TFP-051 | PENNSYLVANIA | \$ 283,468.97 |
| TE-066 | 1 | Turbine Engine | FSTFP | | 11010 | | ATS | TF-40 Long Shaft | TFP-061 | PENNSYLVANIA | \$ 283,468.97 |
| TE-067 | 1 | Turbine Engine | FSTFP | | 11011 | | ATS | TF-40 | TFP-062 | PENNSYLVANIA | \$ 313,769.81 |
| TE-068 | 1 | Turbine Engine | FSTFP | | 11007 | | ATS | TF-40 | TFP-062 | PENNSYLVANIA | \$ 283,468.97 |
| TE-069 | 1 | Turbine Engine | FSTFP | | 11005 | | ATS | TF-40 | TFP-062 | PENNSYLVANIA | \$ 283,468.97 |
| TE-070 | 1 | Turbine Engine | FSTFP | | 11018 | | ATS | TF-40 | TFP-062 | PENNSYLVANIA | \$ 283,468.97 |
| TE-071 | 1 | Turbine Engine | FSTFP | | 11018 | | ATS | TF-40 | TFP-062 | PENNSYLVANIA | \$ 283,468.97 |
| TE-072 | 1 | Turbine Engine | FSTFP | | 11004 | | ATS | TF-40 Long Shaft | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-073 | 1 | Turbine Engine | FSTFP | | 11017 | | ATS | TF-40 Long Shaft | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-074 | 1 | Turbine Engine | FSTFP | | 12020 | | ATS | TF-40 Long Shaft | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-075 | 1 | Turbine Engine | FSTFP | | 11002 | | ATS | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-076 | 1 | Turbine Engine | FSTFP | | 11014 | | ATS | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-077 | 1 | Turbine Engine | FSTFP | | LE71865 | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-078 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-079 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-080 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-081 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-082 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-083 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-084 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TE-085 | 1 | Turbine Engine | FSTFP | | LE79128C | | T-55 | TF-40 | TFP-032 | ABBEVILLE | \$ 283,468.97 |
| TFP-001 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-001 | ABBEVILLE | \$ 144,890.18 |
| TFP-002 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-001 | ABBEVILLE | \$ 603,442.32 |
| TFP-003 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-001 | ABBEVILLE | \$ 415,169.25 |
| TFP-004 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-002 | PENNSYLVANIA | \$ 486,934.96 |
| TFP-005 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-003 | PENNSYLVANIA | \$ 454,990.47 |
| TFP-006 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-003 | PENNSYLVANIA | \$ 489,411.89 |
| TFP-007 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-008 | PENNSYLVANIA | \$ 504,137.36 |
| TFP-008 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-004 | ABBEVILLE | \$ 414,014.32 |
| TFP-009 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-005 | ABBEVILLE | \$ 510,911.09 |
| TFP-010 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-005 | ABBEVILLE | \$ 476,832.77 |
| TFP-011 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-006 | ABBEVILLE | \$ 594,401.52 |
| TFP-012 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-006 | ABBEVILLE | \$ 42,986.54 |
| TFP-013 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-007 | ABBEVILLE | \$ 597,443.06 |
| TFP-014 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-007 | ABBEVILLE | \$ 42,986.54 |
| TFP-015 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-008 | ABBEVILLE | \$ 597,443.06 |
| TFP-016 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-008 | ABBEVILLE | \$ 42,986.54 |
| TFP-017 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-009 | ABBEVILLE | \$ 597,443.06 |
| TFP-018 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-009 | ABBEVILLE | \$ 42,986.54 |
| TFP-019 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-010 | ABBEVILLE | \$ 597,443.06 |
| TFP-020 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-010 | ABBEVILLE | \$ 42,986.54 |
| TFP-021 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-011 | PENNSYLVANIA | \$ 476,780.79 |
| TFP-022 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-011 | PENNSYLVANIA | \$ 441,472.26 |
| TFP-023 | 1 | Turbine Frac Pump - IDEC Conversion | FSTFP | | 2012 | | T-55 | TF-40 | TFP-012 | PENNSYLVANIA | \$ 467,890.00 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | Yr | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|--------|--|---------------|--------------|------------------|------|------|-------|-------------------|-------------------|---------------|
| TFP-013 | 1 | Turbine Frac Pump - IDEC Conversion | FS1FP | | | 2012 | | | TFP-013 | PENNSYLVANIA | \$ 443,700.38 |
| TFP-013 | 1 | Turbine Frac Pump | FS1FP | | | | | | TFP-013 | PENNSYLVANIA | \$ 469,937.26 |
| TFP-013 | 2 | Turbine Frac Pump - IDEC Conversion | FS1FP | | | 2012 | | | TFP-013 | PENNSYLVANIA | \$ 495,519.84 |
| TFP-014 | 1 | Turbine Frac Pump | FS1FP | | | | | | TFP-014 | ABBESVILLE | \$ 495,519.97 |
| TFP-014 | 2 | Turbine Frac Pump - IDEC Conversion | FS1FP | | | 2012 | | | TFP-014 | ABBESVILLE | \$ 478,281.55 |
| TFP-015 | 1 | Turbine Frac Pump | FS1FP | | | | | | TFP-015 | PENNSYLVANIA | \$ 474,011.62 |
| TFP-015 | 2 | Turbine Frac Pump - IDEC Conversion | FS1FP | | | 2012 | | | TFP-015 | PENNSYLVANIA | \$ 483,566.60 |
| TFP-016 | 1 | Turbine Frac Pump | FS1FP | | | | | | TFP-016 | PENNSYLVANIA | \$ 507,130.04 |
| TFP-017 | 1 | Turbine Frac Pump | FS1FP | | | | | | TFP-017 | ABBESVILLE | \$ 507,561.17 |
| TFP-018 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-018 | ABBESVILLE | \$ 491,123.40 |
| TFP-019 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-019 | ABBESVILLE | \$ 487,395.20 |
| TFP-020 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-020 | ABBESVILLE | \$ 492,406.60 |
| TFP-021 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-021 | ABBESVILLE | \$ 488,480.59 |
| TFP-022 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-022 | ABBESVILLE | \$ 497,622.11 |
| TFP-023 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-023 | ABBESVILLE | \$ 497,960.52 |
| TFP-024 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-024 | ABBESVILLE | \$ 466,686.81 |
| TFP-024 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-024 | ABBESVILLE | \$ 43,668.32 |
| TFP-025 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-025 | ABBESVILLE | \$ 483,276.53 |
| TFP-026 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-026 | ABBESVILLE | \$ 413,126.16 |
| TFP-026 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-026 | ABBESVILLE | \$ 41,688.32 |
| TFP-027 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-027 | ABBESVILLE | \$ 487,133.03 |
| TFP-028 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-028 | ABBESVILLE | \$ 489,640.49 |
| TFP-029 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-029 | ABBESVILLE | \$ 41,981.11 |
| TFP-030 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-030 | ABBESVILLE | \$ 480,657.59 |
| TFP-030 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-030 | ABBESVILLE | \$ 490,803.19 |
| TFP-031 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-031 | ABBESVILLE | \$ 41,981.11 |
| TFP-032 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-032 | ABBESVILLE | \$ 519,319.55 |
| TFP-033 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-033 | ABBESVILLE | \$ 416,258.84 |
| TFP-033 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-033 | ABBESVILLE | \$ 42,022.81 |
| TFP-034 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-034 | ABBESVILLE | \$ 538,336.21 |
| TFP-034 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-034 | ABBESVILLE | \$ 11,644.66 |
| TFP-035 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-035 | ABBESVILLE | \$ 538,475.72 |
| TFP-035 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-035 | ABBESVILLE | \$ 12,644.66 |
| TFP-036 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-036 | ABBESVILLE | \$ 470,989.79 |
| TFP-036 | 2 | Turbine Frac Pump - Power End Conversion | FS1FP | | | | | | TFP-036 | ABBESVILLE | \$ 41,981.10 |
| TFP-037 | 1 | Turbine Frac Pump - Add on Equip | FS1FP | | | 2012 | | | TFP-037 | ABBESVILLE | \$ 510,177.39 |
| TFP-037 | 2 | Turbine Frac Pump - Additional Equipment | FS1FP | | | 2012 | | | TFP-037 | ABBESVILLE | \$ 29,769.32 |
| TFP-038 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-038 | ABBESVILLE | \$ 777.43 |
| TFP-038 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-038 | PENNSYLVANIA | \$ 477,618.79 |
| TFP-039 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-039 | PENNSYLVANIA | \$ 458,143.27 |
| TFP-039 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-039 | PENNSYLVANIA | \$ 512,485.70 |
| TFP-040 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-040 | PENNSYLVANIA | \$ 494,778.24 |
| TFP-040 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-040 | PENNSYLVANIA | \$ 526,284.31 |
| TFP-041 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-041 | PENNSYLVANIA | \$ 528,277.10 |
| TFP-041 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-041 | PENNSYLVANIA | \$ 527,001.89 |
| TFP-042 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-042 | PENNSYLVANIA | \$ 477,091.45 |
| TFP-042 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-042 | PENNSYLVANIA | \$ 403,408.03 |
| TFP-043 | 1 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-043 | PENNSYLVANIA | \$ 329,067.64 |
| TFP-043 | 2 | Turbine Frac Pump - IDEC/NG Conversion | FS1FP | | | 2012 | | | TFP-043 | PENNSYLVANIA | \$ 584,683.24 |
| TFP-043 | 3 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-043 | PENNSYLVANIA | \$ 42,890.28 |
| TFP-043 | 4 | Turbine Frac Pump | FS1FP | | | 2012 | | | TFP-043 | PENNSYLVANIA | \$ 369,271.34 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link (Obj Suffix) | Description | Main Category | Sub-Category | Vin / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|-------------------------|--|---------------|--------------|-------------------|------|-----------|-------|-------------------|-------------------|---------------|
| TFP-044 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-044 | ABBEVILLE | \$ 541,408.90 |
| TFP-044 | 2 Turbine Frac Pump - Natural Gas Conversion | FSTPP | | | | | | TFP-044 | ABBEVILLE | \$ 280,991.68 |
| TFP-045 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-045 | ABBEVILLE | \$ 420,787.14 |
| TFP-045 | 2 Turbine Frac Pump - Power End Conversion | FSTPP | | | | | | TFP-045 | ABBEVILLE | \$ 12,650.45 |
| TFP-046 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-046 | ABBEVILLE | \$ 417,552.68 |
| TFP-046 | 2 Turbine Frac Pump - Power End Conversion | FSTPP | | | | | | TFP-046 | ABBEVILLE | \$ 12,659.71 |
| TFP-047 | 1 Turbine Frac Pump | FSTPP | | | 2011 | GFES Made | | TFP-047 | ABBEVILLE | \$ 595,373.64 |
| TFP-047 | 2 Turbine Frac Pump - IDEC Conversion | FSTPP | | | | | | TFP-047 | ABBEVILLE | \$ 3,147.90 |
| TFP-048 | 1 Turbine Frac Pump | FSTPP | | | 2011 | GFES Made | | TFP-048 | ABBEVILLE | \$ 619,216.26 |
| TFP-048 | 2 Turbine Frac Pump - IDEC Conversion | FSTPP | | | | | | TFP-048 | ABBEVILLE | \$ 1,985.36 |
| TFP-049 | 1 Turbine Frac Pump | FSTPP | | | 2011 | | | TFP-049 | ABBEVILLE | \$ 566,337.60 |
| TFP-049 | 2 Turbine Frac Pump - Natural Gas Conversion | FSTPP | | | | | | TFP-049 | ABBEVILLE | \$ 285,678.59 |
| TFP-050 | 1 Turbine Frac Pump | FSTPP | | | 2011 | | | TFP-050 | PENNSYLVANIA | \$ 431,231.59 |
| TFP-050 | 2 Turbine Frac Pump - IDEC Conversion | FSTPP | | | | | | TFP-050 | PENNSYLVANIA | \$ 310,907.82 |
| TFP-051 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-051 | PENNSYLVANIA | \$ 576,878.14 |
| TFP-051 | 2 Turbine Frac Pump - Natural Gas Conversion | FSTPP | | | | | | TFP-051 | PENNSYLVANIA | \$ 314,591.17 |
| TFP-052 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-052 | ABBEVILLE | \$ 436,178.89 |
| TFP-052 | 2 Turbine Frac Pump | FSTPP | | | | | | TFP-052 | ABBEVILLE | \$ 484,977.44 |
| TFP-054 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-054 | ABBEVILLE | \$ 487,199.26 |
| TFP-054 | 2 Turbine Frac Pump - Power End Conversion | FSTPP | | | | | | TFP-054 | ABBEVILLE | \$ 13,202.72 |
| TFP-055 | 3 Turbine Frac Pump - Additional Equipment | FSTPP | | | | | | TFP-055 | ABBEVILLE | \$ 60,458.60 |
| TFP-055 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-055 | ABBEVILLE | \$ 542,351.30 |
| TFP-055 | 2 Turbine Frac Pump - Power End Conversion | FSTPP | | | | | | TFP-055 | ABBEVILLE | \$ 13,202.72 |
| TFP-056 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-056 | ABBEVILLE | \$ 465,311.99 |
| TFP-057 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-057 | ABBEVILLE | \$ 595,796.88 |
| TFP-058 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-058 | PENNSYLVANIA | \$ 462,465.64 |
| TFP-058 | 2 Turbine Frac Pump - Add'l Pents & Equip | FSTPP | | | | | | TFP-058 | PENNSYLVANIA | \$ 29,737.45 |
| TFP-059 | 3 Turbine Frac Pump - IDEC Conversion | FSTPP | | | | | | TFP-059 | PENNSYLVANIA | \$ 142,364.45 |
| TFP-059 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-059 | PENNSYLVANIA | \$ 507,804.84 |
| TFP-060 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-060 | PENNSYLVANIA | \$ 502,858.80 |
| TFP-061 | 1 Turbine Frac Pump | FSTPP | | | 2012 | GFES Made | | TFP-061 | PENNSYLVANIA | \$ 504,502.03 |
| TFP-062 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-062 | ABBEVILLE | \$ 1,985.36 |
| TFP-062 | 2 Turbine Frac Pump - IDEC Conversion | FSTPP | | | | | | TFP-062 | PENNSYLVANIA | \$ 523,207.34 |
| TFP-063 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-063 | PENNSYLVANIA | \$ 10,992.82 |
| TFP-063 | 2 Turbine Frac Pump - Natural Gas Conversion | FSTPP | | | | | | TFP-063 | PENNSYLVANIA | \$ 694,008.44 |
| TFP-064 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-064 | PENNSYLVANIA | \$ 304,148.49 |
| TFP-064 | 2 Turbine Frac Pump | FSTPP | | | | | | TFP-064 | PENNSYLVANIA | \$ 514,958.62 |
| TFP-065 | 1 Turbine Frac Pump | FSTPP | | | 2012 | | | TFP-065 | PENNSYLVANIA | \$ 405,088.89 |
| TFP-065 | 2 Turbine Frac Pump | FSTPP | | | | | | TFP-065 | PENNSYLVANIA | \$ 160,935.57 |
| TFP-Test Tools | 1 Tools for Testing at TPT | | | | | | | | | \$ 180.44 |
| TFP-Test Tools | 2 Tools for Testing at TPT | | | | | | | | | \$ 7,867.83 |
| TFP-Test Tools | 3 Tools for Testing at TPT | | | | | | | | | \$ 42,679.38 |
| TFP-Test Tools | 4 Tools for Testing at TPT | | | | | | | | | \$ 3,221.29 |
| TFP-04 | 1 TMP-04 Nitrogen Pump Unit-Turbine Driven w/ 3,000gal Nitrogen Vessel Tank -2007 | WSCCT | | 18V6X12571885969 | 2007 | BGCT | | | DUKON | \$ 22,530.41 |
| TFP-04 | 3 TMP-04 Turbine Nitrogen Pump Unit -upgraded to unit capabilities for field app | WSCCT | | 18V6X33177885969 | 2007 | BGCT | | | DUKON | \$ 2,242.19 |
| TFP-05 | 1 TMP-05 Nitrogen Pumping Unit-Turbine Driven w/ 3,000gal Nitrogen Vessel Tank - | WSCCT | | 18V6X33177885969 | 2008 | BG TEX | | | DUKON | \$ 3,182.31 |
| TFP-06 | 1 TMP-06 Nitrogen Pump Unit-Turbine Driven w/ 3,000gal Nitrogen Vessel Tank VIN 16 | WSCCT | | 18V6X33177885969 | 2008 | BG TEX | | | DUKON | \$ 3,182.31 |
| TFP-01 | 1 TF-01 Turbine Pump Unit 600hp triplex pump, turbine driven, add mounted | FSTPP | | 17986402681867690 | 2006 | TRCK | | | ABBEVILLE | \$ |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|----------|--|---------------|--------------|-------------------|------|---------------|-------|-------------------|-------------------|--------------|
| TR-03 | 3 | 2003 Turbine Pump Unit - 800hp | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 70.60 |
| TR-03 | 5 | 2003 Turbine Pump Unit - 800hp | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 70.60 |
| TR-03 | 7 | 2003 Turbine Pump Unit - 800hp | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 70.60 |
| TR-01 | 9 | 2001 Turbine Pump 800hp - Additional | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 714.94 |
| TR-03 | 11 | 2003 Tractor (for pumping unit tractor) | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 86,989.89 |
| TPT Tools | 1 | TPT Tools | ESTP | | 1Y98402961867650 | 2006 | TRX | | TR-01 | ABBEVILLE | \$ 1,477.83 |
| TR-003 | 1 | 2000 International 9200 tractor | WSCT | RSV | 2HCEAMR0C040197 | 2000 | International | 9200 | | DUHON | \$ 16,580.72 |
| TR-003 | 3 | 2000 International tractor - Engine overhaul | WSCT | RSV | 2HCEAMR0C040197 | 2000 | International | 9200 | | DUHON | \$ 783.33 |
| TR-003 | 5 | 2000 International tractor | WSCT | RSV | 2HCEAMR0C040197 | 2000 | International | 9200 | | DUHON | \$ 645.20 |
| TR-004 | 1 | 2000 International 9200 tractor VIN0419 | WSPS | RSV | 2HCEAMR3C040419 | 2000 | International | 9200 | | CARENCO | \$ 643.24 |
| TR-004 | 3 | 2000 International 9200 tractor VIN0419 - Tax, Title and License | WSPS | RSV | 2HCEAMR3C040419 | 2000 | International | 9200 | | CARENCO | \$ 64.43 |
| TR-004 | 5 | 2000 International 9200 tractor | WSPS | RSV | 2HCEAMR3C040419 | 2000 | International | 9200 | | CARENCO | \$ 64.43 |
| TR-007 | 1 | 2001 International 9200 tractor | WSPS | RSV | 2HCEAMR4L0010514 | 2001 | International | 9200 | | CARENCO | \$ 1,204.95 |
| TR-007 | 3 | 2001 International tractor - Tax, Title and License | WSPS | RSV | 2HCEAMR4L0010514 | 2001 | International | 9200 | | CARENCO | \$ 113.15 |
| TR-007 | 5 | 2001 International 9200 tractor | WSPS | RSV | 2HCEAMR4L0010514 | 2001 | International | 9200 | | CARENCO | \$ 113.15 |
| TR-014 | 1 | 2002 Mack CM613 tractor | WSCT | RSV | 1M1A568030W011924 | 2002 | Mack | CM613 | | DUHON | \$ 5,782.16 |
| TR-015 | 1 | Tractor | FSAX | RSV | 1M1A568030W011926 | 2002 | Mack | CM613 | TR-015 | ABBEVILLE | \$ 1,828.33 |
| TR-015 | 3 | 2003 Mack CM613 tractor | FSAX | RSV | 1M1A568030W011926 | 2002 | Mack | CM613 | TR-015 | ABBEVILLE | \$ 1,828.33 |
| TR-015 | 5 | 2003 Mack CM613 tractor | FSAX | RSV | 1M1A568030W011926 | 2002 | Mack | CM613 | TR-015 | ABBEVILLE | \$ 1,828.33 |
| TR-022 | 1 | 1989 International Cabover Tractor | WSPS | RSV | 1M1A568030W011927 | 2002 | Mack | CM613 | | CARENCO | \$ 1,273.13 |
| TR-022 | 3 | 1989 International Cabover Tractor | WSPS | RSV | 1M1A568030W011927 | 2002 | Mack | CM613 | | CARENCO | \$ 1,273.13 |
| TR-022 | 5 | 1989 International Cabover Tractor | WSPS | RSV | 1M1A568030W011927 | 2002 | Mack | CM613 | | CARENCO | \$ 1,273.13 |
| TR-053 | 1 | 2001 International 9200 (Dipa 3H-464) Tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 3,828.35 |
| TR-053 | 3 | 2001 International 9200 (Dipa 3H-464) Tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 3,828.35 |
| TR-053 | 5 | 2001 International 9200 (Dipa 3H-464) Tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 3,828.35 |
| TR-055 | 1 | 2001 International 9200 tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 1,204.95 |
| TR-055 | 3 | 2001 International 9200 tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 1,204.95 |
| TR-055 | 5 | 2001 International 9200 tractor | WSCT | RSV | 2HCEAMR3C040413 | 2001 | International | 9200 | | DUHON | \$ 1,204.95 |
| TR-057 | 1 | 2006 International tractor - Tax, Title and License | WSCT | RSV | 2HCEAMR3C040413 | 2006 | International | 9200 | | DUHON | \$ 162.27 |
| TR-057 | 3 | 2006 International tractor - Tax, Title and License | WSCT | RSV | 2HCEAMR3C040413 | 2006 | International | 9200 | | DUHON | \$ 162.27 |
| TR-057 | 5 | 2006 International tractor - Tax, Title and License | WSCT | RSV | 2HCEAMR3C040413 | 2006 | International | 9200 | | DUHON | \$ 162.27 |
| TR-059 | 1 | 1989 Peterbilt winch tractor | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 704.90 |
| TR-059 | 3 | 1989 Peterbilt winch tractor - Tax, Title and License | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 704.90 |
| TR-059 | 5 | 1989 Peterbilt winch tractor | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 704.90 |
| TR-062 | 1 | Tractor | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 57.93 |
| TR-062 | 3 | Tractor | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 57.93 |
| TR-062 | 5 | Tractor | WSPS | RSV | 1Y98402961867650 | 1989 | Peterbilt | | | CARENCO | \$ 57.93 |
| TR-064 | 1 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051136 | 2003 | International | 9200 | | CARENCO | \$ 7,440.90 |
| TR-064 | 3 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051136 | 2003 | International | 9200 | | CARENCO | \$ 7,440.90 |
| TR-064 | 5 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051136 | 2003 | International | 9200 | | CARENCO | \$ 7,440.90 |
| TR-065 | 1 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051131 | 2003 | International | 9200 | | CARENCO | \$ 7,954.48 |
| TR-065 | 3 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051131 | 2003 | International | 9200 | | CARENCO | \$ 7,954.48 |
| TR-065 | 5 | 2003 International 9200 Tractor | WSPS | RSV | 3HCEAPR13N051131 | 2003 | International | 9200 | | CARENCO | \$ 7,954.48 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit/ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|-----------------------------------|---------------|--------------|------------------|------|---------------|-------|-------------------|-------------------|--------------|
| TR-065 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405143 | 2003 | International | 9200 | | CARENCRO | \$ 7,868.87 |
| TR-066 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405144 | 2003 | International | 9200 | | CARENCRO | \$ 7,868.87 |
| TR-067 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405106 | 2003 | International | 9200 | | CARENCRO | \$ 7,868.87 |
| TR-068 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405112 | 2003 | International | 9200 | | CARENCRO | \$ 8,889.06 |
| TR-069 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405111 | 2003 | International | 9200 | | CARENCRO | \$ 8,889.06 |
| TR-070 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405117 | 2003 | International | 9200 | | CARENCRO | \$ 8,889.06 |
| TR-071 | | 1 2003 International 9200 Tractor | WSPS | RSV | 3HSCEAPR31405118 | 2003 | International | 9200 | | CARENCRO | \$ 8,889.06 |
| TR-072 | | 1 2003 Mack CN613 Tractor | WSPS | RSV | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-073 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-074 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-075 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-076 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-077 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-078 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-079 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-080 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-081 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-082 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-083 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-084 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-085 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-086 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-087 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-088 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-089 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-090 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-091 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-092 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-093 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-094 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-095 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-096 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-097 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-098 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-099 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |
| TR-100 | | 1 2003 Mack CN613 Tractor | WSPS | H | 1M1A007753004688 | 2003 | Mack | | | CARENCRO | \$ 18,771.29 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC.

Fixed Asset Schedule

as of 1/31/2014

| Asset Identification | Quantity | Sub-Category | Main Category | Description | Year | Model | Assigned To Asset | Physical Location | Value |
|----------------------|----------|--------------|---------------|--|------|---------------------------|-------------------|-------------------|---------------|
| TR-008 | 2 | RSV | FSAX | Tractor (red) - GPS Installation | 2012 | Peterbilt 389 | TR-009 | ABBEVILLE | \$ 399.63 |
| TR-009 | 1 | RSV | FSAX | 2012 Peterbilt 389 Tractor (red) | 2012 | Peterbilt 389 Tractor | TR-009 | ABBEVILLE | \$ 399.63 |
| TR-009 | 1 | RSV | FSAX | 2012 Peterbilt 389 Tractor (red) - GPS Installation | 2012 | Peterbilt 389 Tractor | TR-009 | ABBEVILLE | \$ 399.63 |
| TR-100 | 1 | RSV | WSCT | Tractor (White) | 2011 | Peterbilt 389 | TR-100 | DURON | \$ 63,204.93 |
| TR-100 | 2 | RSV | WSCT | Tractor (White) - GPS Installation | 2012 | Peterbilt 389 | TR-100 | DURON | \$ 399.63 |
| TR-102 | 1 | RSV | FSAX | Tractor | 2011 | Kenworth | | PENNSYLVANIA | \$ 60,231.38 |
| TR-102 | 2 | RSV | FSAX | Tractor - GPS Installation and Wet Kit | 2011 | Kenworth | TR-103 | ABBEVILLE | \$ 2,715.58 |
| TR-103 | 1 | RSV | FSAX | 2012 Kenworth Tractor | 2012 | Kenworth T800 | TR-103 | ABBEVILLE | \$ 61,127.41 |
| TR-103 | 2 | RSV | FSAX | 2012 Kenworth Tractor - GPS Installation and Wet Kit | 2012 | Kenworth T800 | TR-103 | ABBEVILLE | \$ 2,245.81 |
| TR-103 | 3 | RSV | FSAX | 2012 Kenworth Tractor | 2011 | Kenworth T800 | TR-103 | ABBEVILLE | \$ 556.80 |
| TR-104 | 1 | RSV | FSAX | Tractor | 2012 | Kenworth T800 | | PENNSYLVANIA | \$ 399.63 |
| TR-104 | 2 | RSV | FSAX | Tractor - GPS Installation | 2012 | Kenworth T800 | TR-105 | ABBEVILLE | \$ 61,277.14 |
| TR-105 | 1 | RSV | FSAX | 2012 Kenworth Tractor | 2012 | Kenworth W900L | TR-105 | ABBEVILLE | \$ 399.63 |
| TR-105 | 2 | RSV | FSAX | 2012 Kenworth Tractor - GPS Installation | 2012 | Kenworth W900L | TR-105 | ABBEVILLE | \$ 399.63 |
| TR-105 | 3 | RSV | FSAX | 2012 Kenworth Tractor | 2012 | Kenworth W900L | TR-105 | ABBEVILLE | \$ 1,302.80 |
| TR-106 | 1 | RSV | FSAX | 2012 Kenworth Tractor | 2012 | Kenworth T800 | TR-106 | ABBEVILLE | \$ 60,594.54 |
| TR-106 | 2 | RSV | FSAX | 2012 Kenworth Tractor - GPS Installation | 2012 | Kenworth T800 | TR-106 | ABBEVILLE | \$ 399.63 |
| TR-107 (RT-001) | 1 | RSV | FSAX | 2012 Kenworth Tractor - GPS Installation | 2010 | International | | PENNSYLVANIA | \$ 148,492.38 |
| TR-107 (RT-001) | 1 | RSV | FSAX | LT-01 2010 International 7600 Chassis Truck w/ National 571E2 Crane mounted | 2012 | Peterbilt 388 | | ABBEVILLE | \$ 132,825.21 |
| TR-108 (RT-02) | 1 | RSV | WSP5 | LT-02 2010 International 7600 Chassis Truck Line (from) Trucks National Series 5 | 2012 | Peterbilt 388 | | ABBEVILLE | \$ 73,779.11 |
| TR-109 | 1 | RSV | WSP5 | 2012 Peterbilt Tractor -36" Sleeper (Flat top) | 2012 | Peterbilt 388 | | CABERCRO | \$ 73,779.11 |
| TR-110 | 1 | RSV | WSP5 | 2012 Peterbilt Tractor -36" Sleeper (Flat top) | 2012 | Peterbilt 388 | | CABERCRO | \$ 73,779.11 |
| TR-111 | 1 | RSV | WSP5 | 2012 Peterbilt Tractor -36" Sleeper (Flat top) | 2012 | Peterbilt 388 | | CABERCRO | \$ 65,818.36 |
| TR-112 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-113 | ABBEVILLE | \$ 292.47 |
| TR-113 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-113 | ABBEVILLE | \$ 65,818.36 |
| TR-113 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-114 | ABBEVILLE | \$ 292.47 |
| TR-114 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-114 | ABBEVILLE | \$ 65,818.36 |
| TR-115 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-115 | ABBEVILLE | \$ 292.47 |
| TR-115 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-115 | ABBEVILLE | \$ 65,818.36 |
| TR-116 | 1 | RSV | FSAX | Tractor | 2012 | Peterbilt 388 | | ABBEVILLE | \$ 292.47 |
| TR-116 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-116 | ABBEVILLE | \$ 65,818.36 |
| TR-117 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-117 | ABBEVILLE | \$ 292.47 |
| TR-118 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-118 | ABBEVILLE | \$ 65,818.36 |
| TR-118 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-119 | ABBEVILLE | \$ 292.47 |
| TR-119 | 1 | RSV | FSAX | Tractor | 2012 | Peterbilt 388 | | ABBEVILLE | \$ 292.47 |
| TR-120 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-120 | PENNSYLVANIA | \$ 65,818.36 |
| TR-120 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-120 | ABBEVILLE | \$ 292.47 |
| TR-122 | 1 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-122 | ABBEVILLE | \$ 65,818.36 |
| TR-122 | 2 | RSV | FSAX | 2012 Peterbilt Tractor Day Cab | 2012 | Peterbilt 388 | TR-122 | ABBEVILLE | \$ 292.47 |
| TR-123 | 1 | RSV | FSAX | Tractor Day Cab | 2012 | Peterbilt 388 | | ABBEVILLE | \$ 65,818.36 |
| TR-124 (RTB-007) | 1 | RSV | FSAX | 2012 Peterbilt Tractor Straight Truck | 2012 | Peterbilt 388 | RTB-007 / T | ABBEVILLE | \$ 70,247.85 |
| TR-125 (RTB-006) | 1 | RSV | FSAX | 2012 Peterbilt Tractor Straight Truck | 2012 | Peterbilt 388 | RTB-006 / T | ABBEVILLE | \$ 70,247.85 |
| TR-125 | 1 | RSV | FSAX | Tractor | 2013 | Peterbilt 388 | TR-126 | ABBEVILLE | \$ 392.47 |
| TR-127 (RTB-008) | 1 | RSV | FSAX | 2012 Peterbilt Tractor Straight Truck | 2012 | Peterbilt 388 | RTB-008 / T | ABBEVILLE | \$ 70,247.85 |
| TR-128 | 1 | RSV | FSAX | 2012 Peterbilt Tractor w/Wet Kit (orange) - Bush Truck Can | 2012 | Peterbilt 388 (w/Wet Kit) | TR-128 | PENNSYLVANIA | \$ 76,846.62 |
| TR-128 | 2 | RSV | FSAX | 2012 Peterbilt Tractor w/Wet Kit (orange) - Bush Truck Can | 2012 | Peterbilt 388 (w/Wet Kit) | TR-128 | ABBEVILLE | \$ 392.47 |
| TR-129 | 1 | RSV | WSP5 | 2012 Peterbilt Tractor (orange) - Bush Truck Center - Dyna | 2012 | Peterbilt 388 | TR-129 | PENNSYLVANIA | \$ 74,440.47 |
| TR-129 | 2 | RSV | WSP5 | 2012 Peterbilt Tractor (orange) - Bush Truck Center - Dyna | 2012 | Peterbilt 388 | TR-130 | CABERCRO | \$ 175.83 |
| TR-130 | 1 | RSV | WSP5 | 2012 Peterbilt Tractor (orange) Bush Truck Center - Dynam | 2012 | Peterbilt 388 | TR-130 | CABERCRO | \$ 74,440.47 |
| TR-130 | 2 | RSV | WSP5 | 2012 Peterbilt Tractor (orange) - Bush Truck Center - Dynam | 2012 | Peterbilt 388 | TR-130 | CABERCRO | \$ 392.47 |
| TR-131 | 1 | RSV | WSCT | 2012 Peterbilt Tractor (orange) - Bush Truck Center - Dynam | 2012 | Peterbilt 388 | TR-131 | DURON | \$ 74,440.47 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Asset Unit Suffix | Description | Main Category | Sub-Category | Vin / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|-------------------|---|---------------|--------------|-------------------|------|-----------|-----------------|-------------------|-------------------|---------------|
| TR-131 | 2 | 2012 Peterbilt Tractor (orange) - Rush Truck Center - Dynam | WSCT | RSV | 1XPWD49XKCD136682 | 2012 | Peterbilt | 388 | TR-131 | DUHON | \$ 292,47 |
| TR-132 | 1 | 2012 Peterbilt Tractor (orange) - Rush Truck Center - Dynam | WSCT | RSV | 1XPWD49XKCD136683 | 2012 | Peterbilt | 388 | TR-132 | DUHON | \$ 74,440.46 |
| TR-133 | 2 | 2012 Peterbilt Tractor (orange) - Rush Truck Center - Dynam | WSCT | RSV | 1XPWD49XKCD136684 | 2012 | Peterbilt | 388 | TR-133 | DUHON | \$ 292,47 |
| TR-134 | 1 | Tractor - Wet Kit for Daycab | FSAX | RSV | 1XPWD49XKCD162640 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 108,414.44 |
| TR-135 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD182458 | 2012 | Peterbilt | 388 | | ABBEVILLE | \$ 3,983.74 |
| TR-136 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD182459 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 101,760.82 |
| TR-137 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162460 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 101,760.82 |
| TR-138 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162481 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 79,742.95 |
| TR-139 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162482 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 75,961.83 |
| TR-140 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162484 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 97,855.41 |
| TR-141 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162485 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 79,742.95 |
| TR-142 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162486 | 2012 | Peterbilt | 388 | TR-141 | ABBEVILLE | \$ 75,669.36 |
| TR-143 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162487 | 2012 | Peterbilt | 388 | TR-142 | ABBEVILLE | \$ 75,961.83 |
| TR-144 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162488 | 2012 | Peterbilt | 388 | TR-143 | ABBEVILLE | \$ 79,669.36 |
| TR-145 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162489 | 2012 | Peterbilt | 388 | TR-144 | ABBEVILLE | \$ 79,742.95 |
| TR-146 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162490 | 2012 | Peterbilt | 388 | TR-145 | ABBEVILLE | \$ 75,961.83 |
| TR-147 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162491 | 2012 | Peterbilt | 388 | TR-146 | ABBEVILLE | \$ 75,669.36 |
| TR-148 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162492 | 2012 | Peterbilt | 388 | TR-147 | ABBEVILLE | \$ 97,448.77 |
| TR-149 | 1 | Tractor | WSCT | RSV | 1XPWD49XKCD162493 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 75,961.83 |
| TR-150 | 1 | Tractor | WSCT | RSV | 1XPWD49XKCD162534 | 2012 | Peterbilt | 80P Truck (388) | | DUHON | \$ 103,919.64 |
| TR-151 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162535 | 2012 | Peterbilt | 80P Truck (388) | | ABBEVILLE | \$ 103,919.64 |
| TR-152 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162461 | 2012 | Peterbilt | 388 | | DUHON | \$ 101,295.09 |
| TR-153 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162462 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 103,919.64 |
| TR-154 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162463 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 101,295.09 |
| TR-155 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162464 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 101,295.09 |
| TR-156 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162494 | 2012 | Peterbilt | 388 | TR-156 | ABBEVILLE | \$ 101,671.96 |
| TR-157 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162495 | 2012 | Peterbilt | 388 | TR-157 | ABBEVILLE | \$ 79,580.53 |
| TR-158 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162496 | 2012 | Peterbilt | 388 | TR-158 | PENNSYLVANIA | \$ 78,580.53 |
| TR-159 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162497 | 2012 | Peterbilt | 388 | TR-159 | PENNSYLVANIA | \$ 79,580.53 |
| TR-160 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162498 | 2012 | Peterbilt | 388 | TR-160 | ABBEVILLE | \$ 83,353.93 |
| TR-161 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162499 | 2012 | Peterbilt | 388 | TR-161 | ABBEVILLE | \$ 75,514.67 |
| TR-162 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162500 | 2012 | Peterbilt | 388 | TR-162 | ABBEVILLE | \$ 75,514.67 |
| TR-163 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162501 | 2012 | Peterbilt | 388 | | ABBEVILLE | \$ 79,617.41 |
| TR-164 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162502 | 2012 | Peterbilt | 388 | | ABBEVILLE | \$ 83,353.93 |
| TR-165 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPWD49XKCD162503 | 2012 | Peterbilt | 388 | | PENNSYLVANIA | \$ 71,807.13 |
| TR-166 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162504 | 2012 | Peterbilt | 388 | TR-166 | ABBEVILLE | \$ 97,616.86 |
| TR-167 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162505 | 2012 | Peterbilt | 388 | TR-167 | ABBEVILLE | \$ 97,616.86 |
| TR-168 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162506 | 2012 | Peterbilt | 388 | TR-168 | ABBEVILLE | \$ 103,706.70 |
| TR-169 | 1 | Tractor - Wet Kit for Daycab | FSAX | RSV | 1XPWD49XKCD162507 | 2013 | Peterbilt | 388 | TR-169 | ABBEVILLE | \$ 96,809.85 |
| TR-170 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162508 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 96,809.85 |
| TR-171 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162509 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 96,809.85 |
| TR-172 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162510 | 2013 | Peterbilt | 388 | | CARENCRO | \$ 105,226.51 |
| TR-173 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162511 | 2013 | Peterbilt | 388 | | CARENCRO | \$ 105,226.51 |
| TR-174 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162512 | 2013 | Peterbilt | 388 | | CARENCRO | \$ 105,226.51 |
| TR-175 | 1 | Tractor | WSPP | RSV | 1XPWD49XKCD162513 | 2013 | Peterbilt | 388 | | CARENCRO | \$ 105,226.51 |
| TR-176 | 1 | Tractor - Additional Costs | WSCT | RSV | 1NPWL405DD0393274 | 2013 | Peterbilt | 388 80P Truck | TR-177 | DUHON | \$ 3,551.61 |
| TR-177 | 2 | Tractor - Additional Costs | WSCT | RSV | 1NPWL405DD0393274 | 2013 | Peterbilt | 388 80P Truck | TR-177 | DUHON | \$ 110,243.72 |
| TR-178 | 3 | Tractor - Additional Costs | WSCT | RSV | 1NPWL405DD0393274 | 2013 | Peterbilt | 388 80P Truck | TR-178 | DUHON | \$ 1,885.25 |
| TR-179 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162514 | 2013 | Peterbilt | 388 Dry Cab | TR-179 | ABBEVILLE | \$ 140,797.61 |
| TR-181 | 1 | Tractor | FSAX | RSV | 1XPWD49XKCD162515 | 2013 | Peterbilt | 388 Dry Cab | TR-181 | ABBEVILLE | \$ 113,945.52 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|----------------------------|---------------|--------------|-------------------|------|-----------|--------------------|-------------------|-------------------|---------------|
| TR-182 | 1 | Tractor | FSAX | RSV | 1XPW0493000162644 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 113,945.51 |
| TR-183 | 1 | Tractor | FSAX | RSV | 1XPW0493000162645 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 109,414.44 |
| TR-184 | 1 | Tractor | FSAX | RSV | 1XPW0493000162646 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 109,414.44 |
| TR-185 | 1 | Tractor | FSAX | RSV | 1XPW0493000162647 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 109,414.44 |
| TR-186 | 1 | Tractor | FSAX | RSV | 1XPW0493000162647 | 2013 | Peterbilt | 388 Day Cab 215 WB | | PENNSYLVANIA | \$ 97,328.91 |
| TR-187 | 1 | Tractor | FSAX | RSV | 1XPW0493000162648 | 2013 | Peterbilt | 388 Day Cab 215 WB | | ABBEVILLE | \$ 97,328.91 |
| TR-188 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162649 | 2013 | Peterbilt | 388 | | TPT | \$ 83,099.13 |
| TR-189 | 1 | Tractor | FSAX | RSV | 1XPW0493000162650 | 2013 | Peterbilt | 388 Day Cab 215WB | | ABBEVILLE | \$ 97,328.91 |
| TR-190 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162651 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 83,099.12 |
| TR-191 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162651 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 83,099.12 |
| TR-192 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162652 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 83,099.12 |
| TR-193 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162652 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 83,099.12 |
| TR-194 | 1 | Tractor | FSAX | RSV | 1XPW0493000162653 | 2013 | Peterbilt | 388 Day Cab 215WB | | ABBEVILLE | \$ 97,328.91 |
| TR-195 | 1 | Tractor | FSAX | RSV | 1XPW0493000162654 | 2013 | Peterbilt | 388 Day Cab 215WB | | ABBEVILLE | \$ 97,328.91 |
| TR-196 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162655 | 2013 | Peterbilt | 388 Day Cab 215WB | | ABBEVILLE | \$ 83,099.12 |
| TR-197 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162656 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 83,099.12 |
| TR-198 | 1 | Tractor | WSCT | RSV | 1XPW0493000162657 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 97,328.91 |
| TR-199 | 1 | Tractor | WSCT | RSV | 1XPW0493000162658 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 101,314.92 |
| TR-200 | 1 | Tractor | WSCT | RSV | 1XPW0493000162659 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 97,328.91 |
| TR-201 | 1 | Tractor | WSCT | RSV | 1XPW0493000162656 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 97,328.91 |
| TR-202 | 1 | Tractor | WSCT | RSV | 1XPW0493000162657 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 97,328.91 |
| TR-203 | 1 | Tractor | WSCT | RSV | 1XPW0493000162658 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 97,328.91 |
| TR-204 | 1 | Tractor | WSCT | RSV | 1XPW0493000162659 | 2013 | Peterbilt | 388 Day Cab 215WB | | DUNON | \$ 97,328.91 |
| TR-205 | 1 | Tractor | FSAX | RSV | 1XPW0493000162660 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 97,328.91 |
| TR-206 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162661 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 83,111.78 |
| TR-207 | 1 | Tractor | FSAX | RSV | 1XPW0493000162662 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-208 | 1 | Tractor | FSAX | RSV | 1XPW0493000162663 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-209 | 1 | Tractor | FSAX | RSV | 1XPW0493000162664 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-210 | 1 | Tractor | FSAX | RSV | 1XPW0493000162665 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-211 | 1 | Tractor | WSPS | RSV | 1XPW0493000162666 | 2013 | Peterbilt | 388 Day Cab | | PENNSYLVANIA | \$ 101,328.53 |
| TR-212 | 1 | Tractor | FSAX | RSV | 1XPW0493000162667 | 2013 | Peterbilt | 388 Day Cab | | CARENCRIO | \$ 101,328.53 |
| TR-213 | 1 | Tractor | FSAX | RSV | 1XPW0493000162668 | 2013 | Peterbilt | 388 Day Cab | | PENNSYLVANIA | \$ 101,328.53 |
| TR-214 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162669 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-215 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162670 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 83,111.78 |
| TR-216 | 1 | Tractor | FSAX | RSV | 1XPW0493000162671 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 83,111.78 |
| TR-217 | 1 | 2013 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162672 | 2013 | Peterbilt | 388 | | ABBEVILLE | \$ 101,328.53 |
| TR-219 | 1 | Tractor | FSAX | RSV | 1XPW0493000162673 | 2013 | Peterbilt | 388 Day Cab | | PENNSYLVANIA | \$ 101,328.53 |
| TR-220 | 1 | Tractor | WSPS | RSV | 1XPW0493000162674 | 2013 | Peterbilt | 388 Day Cab | | CARENCRIO | \$ 101,328.53 |
| TR-221 | 1 | Tractor | FSAX | RSV | 1XPW0493000162675 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-222 | 1 | 2012 Peterbilt 388 Tractor | FSAX | RSV | 1XPW0493000162676 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,328.53 |
| TR-223 | 1 | Tractor | FSAX | RSV | 1XPW0493000162677 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 79,349.34 |
| TR-224 | 1 | Tractor | FSAX | RSV | 1XPW0493000162678 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 97,356.14 |
| TR-225 | 1 | Tractor | FSAX | RSV | 1XPW0493000162679 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,341.75 |
| TR-227 | 1 | Tractor | WSPS | RSV | 1XPW0493000162681 | 2013 | Peterbilt | 388 Day Cab | | CARENCRIO | \$ 101,068.93 |
| TR-228 | 1 | Tractor | FSAX | RSV | 1XPW0493000162682 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,341.75 |
| TR-229 | 1 | Tractor | FSAX | RSV | 1XPW0493000162683 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,341.75 |
| TR-230 | 1 | Tractor | FSAX | RSV | 1XPW0493000162684 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 101,341.75 |
| TR-231 | 1 | Tractor | FSAX | RSV | 1XPW0493000162685 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 97,356.14 |
| TR-232 | 1 | Tractor | FSAX | RSV | 1XPW0493000162686 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 97,356.14 |
| TR-234 | 1 | Tractor | FSAX | RSV | 1XPW0493000162687 | 2013 | Peterbilt | 388 Day Cab | | PENNSYLVANIA | \$ 97,356.14 |
| TR-235 | 1 | Tractor | FSAX | RSV | 1XPW0493000162688 | 2013 | Peterbilt | 388 Day Cab | | ABBEVILLE | \$ 97,356.14 |

Schedule 1 - Fixed Assets & Inventory
GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | Serial # | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | |
|----------------|----------|---|---------------|--------------|-------------------|------|---------------|--------------------|--------------------|-------------------|---------------|
| TR-236 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162574 | 2013 | Peterbilt | 388 Day Cab | TR-236 | ABBEVILLE | \$ 97,586.14 |
| TR-237 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162575 | 2013 | Peterbilt | 388 Day Cab | | PENNSYLVANIA | \$ 101,341.76 |
| TR-238 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162595 | 2013 | Peterbilt | 388 Day Cab 225 WB | TR-238 | ABBEVILLE | \$ 101,383.34 |
| TR-239 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162596 | 2013 | Peterbilt | 388 Day Cab 225WB | | PENNSYLVANIA | \$ 97,596.07 |
| TR-240 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162597 | 2013 | Peterbilt | 388 Day Cab 225WB | | PENNSYLVANIA | \$ 97,596.07 |
| TR-241 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162592 | 2013 | Peterbilt | 388 Day Cab 225 WB | TR-241 | ABBEVILLE | \$ 101,383.39 |
| TR-242 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162593 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 97,386.07 |
| TR-249 | 1 | CTU-05 Tractor -2008 International 5600 Tractor | WSCT | RSV | 1K5XHA778163871 | 2008 | International | 5600 | CTU-05 | DUKON | \$ 104,174.43 |
| TR-250 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162582 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 113,107.71 |
| TR-250 | 2 | Tractor - Add on Parts,Labor, Sales Tax | FSAX | RSV | 1XPWD49X000162582 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 4,827.06 |
| TR-251 | 1 | Tractor | WSCT | H | 1XPWD49X000162583 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 113,107.71 |
| TR-251 | 2 | Tractor - Add on Parts,Labor, Sales Tax | WSCT | H | 1XPWD49X000162583 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 4,827.06 |
| TR-252 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162584 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 113,107.71 |
| TR-252 | 2 | Tractor - Add on Parts,Labor, Sales Tax | FSAX | RSV | 1XPWD49X000162584 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 4,827.06 |
| TR-253 | 1 | Tractor | WSCT | RSV | 1XPWD49X000162585 | 2013 | Peterbilt | 388 | | PENNSYLVANIA | \$ 113,107.71 |
| TR-253 | 2 | Tractor - Add on Equipment | WSCT | RSV | 1XPWD49X000162585 | 2013 | Peterbilt | 388 Daycab | DP-07 / TR-2 DUKON | ABBEVILLE | \$ 4,653.51 |
| TR-255 | 1 | Tractor | FSAX | RSV | 1XPWD49X000162639 | 2013 | Peterbilt | 388 Daycab | DP-07 / TR-2 DUKON | ABBEVILLE | \$ 109,414.44 |
| TR-255 | 2 | Tractor - Wet Kit for Daycab | FSAX | RSV | 1XPWD49X000162639 | 2013 | Peterbilt | 388 Daycab | | ABBEVILLE | \$ 3,963.74 |
| TRCTU-001 | 1 | Coiled Tubing Tractor | WSCT | RSV | 1XPFD47400D186676 | 2013 | Peterbilt | 367 | CTU-08 | DUKON | \$ 165,366.27 |
| TRCTU-002 | 1 | Coiled Tubing Tractor | WSCT | RSV | 1XPFD47400D186677 | 2013 | Peterbilt | 367 | | DUKON | \$ 165,366.27 |
| TRCTU-003 | 1 | Coiled Tubing Tractor | WSCT | RSV | 1XPFD47400D186678 | 2013 | Peterbilt | 367 | | DUKON | \$ 170,320.36 |
| TST-001 | 1 | 2012 Peterbilt 388 Tractor | WSCT | RSV | 1XPWD49X000162506 | 2012 | Peterbilt | 388 | TST-001 / NY DUKON | ABBEVILLE | \$ 82,815.99 |
| TST-003 | 1 | 2012 Peterbilt 388 Tractor | WSCT | RSV | 1XPWD49X000162507 | 2012 | Peterbilt | 388 | TST-002 | ABBEVILLE | \$ 82,508.96 |
| TST-004 | 1 | 2012 Peterbilt 388 Tractor | WSCT | RSV | 1XPWD49X000162508 | 2012 | Peterbilt | 388 | TST-002 | ABBEVILLE | \$ 86,742.79 |
| TST-005 | 1 | Truck Straight Truck | WSPS | RSV | 1XPWD49X000162509 | 2012 | Peterbilt | 388 | TST-004 | CARENCRO | \$ 70,946.46 |
| TST-006 | 1 | Truck Straight Truck | WSPS | RSV | 1XPWD49X000162464 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 71,115.51 |
| TST-007 | 1 | Truck Straight Truck | WSPS | RSV | 1XPWD49X000162465 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 71,115.51 |
| TL-001 | 1 | Transport Tank -350 gallon tank (qty 2) tag# 52139-24 | WSPS | RSV | 52139-24 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 243.96 |
| TL-002 | 1 | Transport Tank -350 gallon tank (qty 2) tag# 52139-25 | WSPS | RSV | 52139-25 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 243.96 |
| TL-003 | 1 | Transport Tank -550 gallon tank (qty 2) tag# 11823 | WSPS | RSV | 11823 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 308.87 |
| TL-004 | 1 | Transport Tank -550 gallon tank (qty 2) tag# 11823 | WSPS | RSV | 11823 | 2012 | Peterbilt | 388 | | CARENCRO | \$ 308.87 |
| UHR-001 | 1 | Upper Hose Basket | FSTFP | | | | | | | ABBEVILLE | \$ 3,637.60 |
| U-001 | 1 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118840 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 3,490.26 |
| U-001 | 2 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118841 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 34,759.15 |
| U-003 | 1 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118842 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 34,759.15 |
| U-004 | 1 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118843 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 47,297.46 |
| U-005 | 1 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118844 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 47,297.46 |
| U-006 | 1 | 2011 Convey-All TCS5-1435 Trailer Sued Conveyors | FSAX | RST | 2605118845 | 2011 | Convey-All | TCS5-1435 | | ABBEVILLE | \$ 35,985.98 |
| U-002 | 1 | UT-002 Utility Trailer, TND's utility trailer, VIN0010 | WSPS | RST | 1TRU11165D040010 | 2005 | THB | TCS5-1435 | | PENNSYLVANIA | \$ 35,985.98 |
| U-002 | 2 | UT-02 Utility Trailer, VIN0010-labor and material to install racks for legs and | WSPS | RST | 1TRU11165D040010 | 2005 | THB | TCS5-1435 | | CARENCRO | \$ 35,985.98 |
| U-003 | 1 | UT-03 Utility Trailer, 2007 Pull tag 207 landbury trailer | WSPS | RST | 1TRU11165D040010 | 2007 | PULL | TCS5-1435 | | CARENCRO | \$ 1,257.04 |
| U-006 | 1 | UT-06 Utility Trailer, 2007 STS utility trailer VIN7594 | WSCT | RST | 40PWT12137M37398 | 2007 | STS | TCS5-1435 | | DUKON | \$ 121.24 |

Schedule 1 - Fixed Assets & Inventory

GREEN FIELD ENERGY SERVICES, INC
Fixed Asset Schedule
as of 1/31/2014

| Asset Link ID# | Suffix | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|--|---------------|--------------|---------------------|------|-----------|-------------|-------------------|-------------------|--------------|
| UT-007 | | 1 UT-07 Utility trailer - 2008 Top Hat 20FT trailer w/ GVWR 12,000lbs | WSPS | RST | 487BU20248T089479 | 2008 | TOA | | | CARENCRO | \$ 1,982.55 |
| UT-008 | | 1 UT-08 Utility trailer - 2008 Pull Do 20' Bumper Pull Lowboy | WSPS | RST | 487BU20224L175381 | 2008 | PULL | | | CARENCRO | \$ 1,765.70 |
| UT-009 | | 1 UT-09 Utility trailer - 2008 Pull Do 20' Bumper Pull Lowboy | WSPS | RST | 487BU20224L175381 | 2008 | PULL | | | CARENCRO | \$ 1,765.70 |
| UT-010 | | 1 UT-10 Utility trailer - 2008 Pull Do 20' Bumper Pull Lowboy | WSPS | RST | 487BU20224L175381 | 2008 | PULL | | | CARENCRO | \$ 1,765.70 |
| UT-011 | | 1 UT-11 Utility trailer - 2008 Pull Do 20' Bumper Pull Lowboy | WSPS | RST | 487BU20224L175381 | 2008 | PULL | | | CARENCRO | \$ 1,765.70 |
| UT-012 | | 1 UT-12 Cook Trailer, 2005 15' utility trailer with barbecue pit, work station, propane tank, etc. | WSPS | RST | 151612718501A | 2005 | HOME | | | CARENCRO | \$ 519.73 |
| UT-013 | | 1 Utility Trailer - 2009 Top Hat 20' 6.5' Heavy Header Trailer w/ stake tie | FSAX | RST | 487BU20249T097678 | 2009 | TOP HAT | | | ABBVILLE | \$ 17,751.89 |
| UT-014 | | 3 UT-013 - 3x Jetted and 2 x baskets on trailer, painted trailer | FSAX | RST | 487BU20249T097678 | 2009 | TOP HAT | | | ABBVILLE | \$ 1,008.22 |
| UT-015 | | 1 Utility Trailer - 2009 Top Hat 20' 6.5' Heavy Header Trailer w/ stake tie | FSAX | RST | 487BU20249T097678 | 2009 | TOP HAT | | | ABBVILLE | \$ 1,008.22 |
| UT-016 | | 1 UT-15 Utility Trailer - 2010 Parker 5A7710 10' X 6.5' | WSPS | RST | 1325A1018A10013190 | 2010 | PARK | | | CARENCRO | \$ 845.65 |
| UT-017 | | 1 UT-016 Iron Trailer - 2010 Top Hat 20'x6.5' gooseneck utility trailer | FSAX | RST | 487BU20249T097678 | 2010 | TOP HAT | | | ABBVILLE | \$ 13,917.05 |
| V-010 | | 1 2007 GMC Yukon 4 door sport utility vehicle | WSPS | RSV | 3G6C130873144148 | 2007 | GMC | Yukon | | CARENCRO | \$ 1,603.55 |
| V-043 | | 1 2008 Chevrolet Avalanche pickup | WSPS | RSV | 3B6C130873144148 | 2007 | Chevrolet | Avalanche | | CARENCRO | \$ 1,814.41 |
| V-054 | | 1 2008 Ford F150 pickup | WSPS | RSV | 3FTFW1238602333 | 2008 | Ford | F150 | | CARENCRO | \$ 5,806.83 |
| V-048 | | 1 2011 Ford Explorer | FSAX | RSV | 3FTHF1238602333 | 2011 | Ford | Explorer | | ABBVILLE | \$ 9,276.67 |
| V-090 | | 1 2007 Nissan Maxima sedan VIN7597 - like property for Exchange No. 8 | FSAX | RSV | 3M8A41E37C87587 | 2007 | Nissan | Maxima | | LAFAIETTE | \$ 1,208.09 |
| V-091 | | 1 2003 Chevrolet pickup VIN7339 | WSPS | RSV | 3C6C19113197138 | 2003 | Chevrolet | | | CARENCRO | \$ 774.80 |
| VAH-001 | | 1 2012 Ford E350 vehicle | FSAX | RSV | 3FR53B16C0A38250 | 2012 | Ford | E350 | VAN-001 | ABBVILLE | \$ 13,501.44 |
| VAH-003 | | 1 2012 Ford E350 vehicle | FSAX | RSV | 3FR53B16C0A38251 | 2012 | Ford | E350 | VAN-003 | ABBVILLE | \$ 13,501.44 |
| VAH-004 | | 1 2012 Ford E350 vehicle | FSAX | RSV | 3FR53B16C0A38252 | 2012 | Ford | E350 | VAN-004 | ABBVILLE | \$ 13,501.44 |
| VAH-005 | | 1 Cargo Van | FSAX | RSV | 3FTNEFW123860497711 | 2011 | Ford | E350 | VAN-005 | PENNSYLVANIA | \$ 5,318.78 |
| VAH-006 | | 1 Van (15 passenger) | FSAX | RSV | 3FR53B16C0A45015 | 2011 | Ford | E350 | VAN-006 | ABBVILLE | \$ 5,340.32 |
| VAH-007 | | 1 2011 Ford 6-150 Passenger Van (15 passenger) | FSAX | RSV | 3FR53B16C0A4720 | 2011 | Ford | E350 | VAN-007 | PENNSYLVANIA | \$ 4,478.98 |
| VAH-008 | | 1 2011 Ford E-150 Cargo Van | FSAX | RSV | 3FTNEFW12386049699 | 2011 | Ford | E350 | VAN-008 | PENNSYLVANIA | \$ 19,033.85 |
| VAH-010 | | 1 Van | FSAX | RSV | 3FR53B16C0A37700 | 2012 | Ford | E350 | VAN-010 | ABBVILLE | \$ 19,033.85 |
| VAH-011 | | 1 Van | FSAX | RSV | 3FR53B16C0A41605 | 2012 | Ford | E350 | VAN-011 | PENNSYLVANIA | \$ 19,033.85 |
| VAH-012 | | 1 Van | FSAX | RSV | 3FR53B16C0A25746 | 2012 | Ford | E350 | VAN-012 | ABBVILLE | \$ 11,742.55 |
| VAH-013 | | 1 2012 Ford E250 Vehicle | FSAX | RSV | 3FTNEFW123860492448 | 2012 | Ford | E350 | VAN-013 | ABBVILLE | \$ 11,742.55 |
| VAH-014 | | 1 2012 Ford E250 Vehicle | FSAX | RSV | 3FTNEFW123860492449 | 2012 | Ford | E350 | VAN-014 | ABBVILLE | \$ 11,742.55 |
| VAH-015 | | 1 Van | FSAX | RSV | 3FTNEFW123860492449 | 2012 | Ford | E350 | VAN-015 | ABBVILLE | \$ 16,168.55 |
| VAH-016 | | 1 Van | FSAX | RSV | 3FTNEFW123860492449 | 2012 | Ford | E350 | VAN-016 | ABBVILLE | \$ 16,168.55 |
| VAH-017 | | 1 Van | FSAX | RSV | 3FTNEFW123860492449 | 2013 | Ford | E350 E Tech | VAN-017 | ABBVILLE | \$ 19,505.80 |

Schedule 1 - Fixed Assets & Inventory
 GREEN FIELD ENERGY SERVICES, INC
 Fixed Asset Schedule
 as of 1/31/2014

| Asset Unit ID# | SubID# | Description | Main Category | Sub-Category | Vin # / Serial # | YR | Make | Model | Assigned To Asset | PHYSICAL LOCATION | Value |
|----------------|--------|---|---------------|--------------|------------------|------|------|-----------------------|-------------------|-------------------|--------------|
| VAN-018 | 1 | Van | FAAX | RSV | 1F8S3BLC2DA48789 | 2013 | Ford | E350 Super Club Wagon | VAN-018 | PENNSYLVANIA | \$ 22,359.07 |
| VAN-019 | 1 | Van | FAAX | RSV | 1F8S3BLC2DA48853 | 2013 | Ford | E350 Super Club Wagon | VAN-019 | ABBEVILLE | \$ 22,359.07 |
| VAN-021 | 1 | Van | FAAX | RSV | 1FTNEZEWCD454931 | 2012 | Ford | E250 E Tech | VAN-021 | ABBEVILLE | \$ 14,932.15 |
| VAN-022 | 1 | Van | FAAX | RSV | 1FTNEZEWCD454932 | 2012 | Ford | E250 E Tech | VAN-022 | PENNSYLVANIA | \$ 14,932.15 |
| VAN-024 | 1 | Van | FAAX | RSV | 1F8S3BLC0CB12684 | 2012 | Ford | E350 Crew | VAN-024 | ABBEVILLE | \$ 21,440.75 |
| VAN-025 | 1 | Van | FAAX | RSV | 1F8S3BLC1CA40206 | 2012 | Ford | E350 Crew | VAN-025 | ABBEVILLE | \$ 18,883.65 |
| VAN-026 | 1 | Van | FAAX | RSV | 1FTNEZEWBD418242 | 2012 | Ford | E250 E Tech | VAN-026 | ABBEVILLE | \$ 14,577.84 |
| YPT-01 | 1 | YPT-01 Yard Bulk Tank, 5/111962, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-01 | 2 | YPT-01 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-01 | 3 | YPT-01 Yard Bulk Tank, 5/111964, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-01 | 4 | YPT-01 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-01 | 5 | YPT-01 Yard Bulk Tank, 5/111962, Sales & Use Tax | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-02 | 1 | YPT-02 Yard Bulk Tank, 5/111964, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-02 | 2 | YPT-02 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-02 | 3 | YPT-02 Yard Bulk Tank, 5/111965, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-02 | 4 | YPT-02 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-02 | 5 | YPT-02 Yard Bulk Tank, 5/111964, Sales & Use Tax | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-03 | 1 | YPT-03 Yard Bulk Tank, 5/111965, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-03 | 2 | YPT-03 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-03 | 3 | YPT-03 Yard Bulk Tank, 5/111966, 1,200 cubic ft, mounted on skid runner | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-03 | 4 | YPT-03 Yard Bulk Tank - freight charges | WSPS | | | | | | | | \$ 2,490.90 |
| YPT-03 | 5 | YPT-03 Yard Bulk Tank, 5/111965, Sales & Use Tax | WSPS | | | | | | | | \$ 2,490.90 |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|------------------------|--|-------------|-----------------|---------------|---------------|
| 1100 | Carencro | Proppants | 214-D | 12/20 Resieved Sand | 4,350 | LB | \$ 0.11 | \$ 478.50 |
| 1100 | Carencro | Proppants | 502-N8 | Silica Sand (Sacks) | 57 | 50 S | \$ 16.76 | \$ 955.06 |
| 1100 | Carencro | Proppants | 214-A | 20/40 Resieved Sand | 15,850 | LB | \$ 0.08 | \$ 1,242.64 |
| 1100 | Carencro | Proppants | 214-A2 | 30-50 Resieved Sand | 6,800 | LB | \$ 0.37 | \$ 2,520.44 |
| 1100 | Carencro | Proppants | 214-B | 40/60 Resieved Sand | 19,800 | LB | \$ 0.17 | \$ 3,427.14 |
| 1100 | Carencro | Equipment Spare Parts | ES-TWS-600 | TWS-600 Triplex Pump (Power End & Fluid End) | 3 | Each | \$ 122,175.67 | \$ 366,527.01 |
| 1200 | TPT | TFP Items | TFP-H000364 | Fass Fuel Pump | 0 | Each | \$ 493.86 | \$ - |
| 1200 | TPT | Equipment Spare Parts | ES-GEN155R8B | Gen1 T-55 Frac Gearbox (MTT) | 2 | Each | \$ 75,000.00 | \$ 150,000.00 |
| 1200 | TPT | Fluid Ends | TFP-PUMP-FA-T-OFM-4.50 | FLUID END ASSEMBLY, OFM TRIPLEX 4.5" | 0 | Each | \$ 71,964.51 | \$ - |
| 1200 | TPT | TFP Items | TFP-PUMP-PE-T-2250-OFM | Triplex Pump power end, OFM | 0 | Each | \$ 88,670.56 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001208 | Oring, Viton O4 | 0 | Each | \$ 0.19 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001209 | Oring, Viton O8 | 0 | Each | \$ 0.30 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001211 | Oring, Viton 16 | 0 | Each | \$ 0.95 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-FS1065 | fuel waster seperator (same as ES-BF1378-SPS) | 0 | Each | \$ 19.63 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-LF3970 | oil filter | 0 | Each | \$ 6.56 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-PF7928 | filter, fuel water separator | 7 | Each | \$ 10.33 | \$ 72.31 |
| 1300 | Abbeville | Equipment Spare Parts | ES-UT6-TMC-M-1A | Circuit Breaker 1A | 0 | Each | \$ 21.60 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-DRC40-8T | BT DRC 40 WY PL ORC-W/SZ16 BLK | 0 | Each | \$ 1.79 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000370 | Oring, Viton 24 | 0 | Each | \$ 1.42 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001700 | O-Ring | 0 | Each | \$ 2.96 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001015 | Threaded Straight Drilled Barstock Thermowell | 0 | Each | \$ 31.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001018 | Gasket, 1 1/2" 300# Flexitallc Type CG Graphite Filled 3 | 26 | Each | \$ 3.68 | \$ 95.60 |
| 1300 | Abbeville | Equipment Spare Parts | ES-B7322 | FILTER,LUBE | 11 | Each | \$ 9.55 | \$ 105.00 |
| 1300 | Abbeville | Equipment Spare Parts | ES-BTB460 | filter, transmission, spin on. | 3 | Each | \$ 9.86 | \$ 29.58 |
| 1300 | Abbeville | TFP Items | TFP-H001268 | Lock, Mini, B&C, Locking Shroud | 5 | Each | \$ 13.18 | \$ 65.90 |
| 1300 | Abbeville | Equipment Spare Parts | ES-B236 | FILTER, LUBE | 0 | Each | \$ 4.41 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3717 | FILTER, AIR | 0 | Each | \$ 22.50 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF940 | FILTER,FUEL | 17 | Each | \$ 3.82 | \$ 64.97 |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3509 | filter, air inner | 8 | Each | \$ 22.93 | \$ 183.44 |
| 1300 | Abbeville | Equipment Spare Parts | ES-BT388-10 | FILTER, HYDRAULIC | 2 | Each | \$ 17.52 | \$ 35.04 |
| 1300 | Abbeville | TFP Items | TFP-2961105 | Phoenix Contact Relay PCB Mount | 1 | Each | \$ 11.10 | \$ 11.10 |
| 1300 | Abbeville | Equipment Spare Parts | ES-BD7309 | filter, lube, spin on | 18 | Each | \$ 28.57 | \$ 514.17 |
| 1300 | Abbeville | TFP Items | TFP-H001264 | Detector, Gas Male to Female Cordset, 2 Meter (Gas Di | 2 | Each | \$ 58.48 | \$ 116.96 |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7952-D | FILTER, FUEL | 0 | Each | \$ 11.81 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000241 | Coupling, Test W/Protective Cap | 0 | Each | \$ 10.66 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3508 | FILTER, AIR | 11 | Each | \$ 32.39 | \$ 356.24 |
| 1300 | Abbeville | Equipment Spare Parts | ES-UT6-TMC-M-15A | Circuit Breaker 15A | 0 | Each | \$ 16.20 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BT237 | FILTER,LUBE | 0 | Each | \$ 5.28 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001271 | Wireable, Male Field (10 Pin) (Lime Panel) | 0 | Each | \$ 75.57 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3736 | FILTER,AIR | 13 | Each | \$ 25.87 | \$ 336.31 |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3722 | FILTER, AIR | 15 | Each | \$ 20.40 | \$ 306.00 |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|-----------------------|--|-------------|-----------------|---------------|-------------|
| 1300 | Abbeville | Equipment Spare Parts | ES-UT6-TMC-M-10A | Circuit Breaker 10A | 0 | Each | \$ 21.60 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-UT6-TMC-M-5A | Circuit Breaker 5A | 0 | Each | \$ 21.60 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-97-3057-1004 | Connector ms3057a cable clamp 10s,12,12s olive drab | 0 | Each | \$ 4.20 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001270 | Receptacle, Female 1 Meter Pigtail (10 Pin) (Lime Pane | 4 | Each | \$ 47.37 | \$ 189.48 |
| 1300 | Abbeville | Equipment Spare Parts | ES-PA2426-FN | FILTER,AIR | 12 | Each | \$ 24.25 | \$ 291.00 |
| 1300 | Abbeville | TFP Items | TFP-H001017 | Gasket, 4" 300H Flexitallc Type CG Graphite Filled 304 : | 0 | Each | \$ 9.91 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF825 | FILTER, FUEL | 0 | Each | \$ 3.55 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001325 | 3/4 Ins L/T Flex Conn | 0 | Each | \$ 3.70 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-FD7926 | ADAPTER, FUEL WATER SEPARATOR | 0 | Each | \$ 20.29 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001065 | Seal, Conical 37 degree SEC07-A12 | 0 | Each | \$ 1.59 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B1400 | FILTER, LUBE | 0 | Each | \$ 5.36 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B163 | FILTER, LUBE | 0 | Each | \$ 4.17 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7634 | FILTER, FUEL | 10 | Each | \$ 6.93 | \$ 69.26 |
| 1300 | Abbeville | Equipment Spare Parts | ES-DRC12-40PA | 40P Plug ASM | 0 | Each | \$ 17.47 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7924 | filter, fuel | 2 | Each | \$ 12.32 | \$ 24.63 |
| 1300 | Abbeville | Equipment Spare Parts | ES-DRC16-40S | 40P PLUG ASM | 0 | Each | \$ 19.30 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B7700 | FILTER, LUBE | 12 | Each | \$ 7.68 | \$ 92.15 |
| 1300 | Abbeville | TFP Items | TFP-01-1033 | OPM Triplex Off Side Suction Piping | 0 | Each | \$ 139.57 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-PF9814 | FILTER, FUEL/WATER SEPERATOR | 0 | Each | \$ 13.96 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1031 | Spacer, 4" Pipe Support Bracket .25" | 0 | Each | \$ 17.55 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BT839-10 | filter,hydraulic | 0 | Each | \$ 4.02 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7940 | filter, fuel | 25 | Each | \$ 12.09 | \$ 302.25 |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS2863 | FILTER,AIR | 19 | Each | \$ 20.78 | \$ 394.85 |
| 1300 | Abbeville | TFP Items | TFP-H001019 | Probe, Temp. - 100/OHM Platinum Resistance - RTD | 0 | Each | \$ 148.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3548 | FILTER, AIR | 14 | Each | \$ 30.04 | \$ 420.59 |
| 1300 | Abbeville | TFP Items | TFP-H000761 | Filter - 1/4" NPT Coalescing W/No Accessories | 0 | Each | \$ 150.53 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B7299 | Receptacle, Female 2.7 Meters (Bulkhead to Lime) | 0 | Each | \$ 77.11 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001269 | FILTER, LUBE, SPIN ON | 10 | Each | \$ 14.17 | \$ 141.73 |
| 1300 | Abbeville | Equipment Spare Parts | TFP-H001218 | 1" Vibration Damping Clamp | 52 | Each | \$ 3.18 | \$ 165.36 |
| 1300 | Abbeville | TFP Items | TFP-10-1032 | Spacer, 4" Pipe Support Bracket .50" | 0 | Each | \$ 21.06 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-9012 | L-Series Electric Solenoid 250A 9-36V | 0 | Each | \$ 184.19 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-0011 | COVER RESERVOIR BLANK | 25 | Each | \$ 95.00 | \$ 2,375.00 |
| 1300 | Abbeville | Equipment Spare Parts | TFP-H001320 | 3/4 90D Ins L/T Flex Conn | 0 | Each | \$ 7.46 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-LL2333 | FILTER, AIR | 8 | Each | \$ 50.64 | \$ 405.12 |
| 1300 | Abbeville | TFP Items | TFP-H001026 | Can D38995 / 20WF32SN Electrical Connectors | 0 | Each | \$ 9.22 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BT287-10 | FILTER, HYDRAULIC | 25 | Each | \$ 8.41 | \$ 210.34 |
| 1300 | Abbeville | Equipment Spare Parts | ES-APH/D3899/26WA98SN | ELECTRICAL CONNECTOR | 0 | Each | \$ 31.69 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1014 | Panel, Natural Gas Gauge | 0 | Each | \$ 37.02 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000923 | Gauge, 0-200# Glycerin Filled, SS Front Flange, 1/4" NP | 0 | Each | \$ 16.16 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B5087 | FILTER, COOLANT, SPIN ON | 12 | Each | \$ 20.95 | \$ 251.40 |
| 1300 | Abbeville | Equipment Spare Parts | ES-MS3106A105L-45 | Connector metal circular, str plug, solid bkshl, 10sl,2 #1 | 0 | Each | \$ 11.15 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|-----------------------|---|-------------|-----------------|---------------|-----------|
| 1300 | Abbeville | Equipment Spare Parts | ES-8F7950-D | FILTER,FUEL (JOHN DEERE) | 5 | Each | \$ 15.83 | \$ 79.15 |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS4862 | FILTER, AIR | 0 | Each | \$ 50.79 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1030 | Spacer, 4" Pipe Support Bracket .125" | 0 | Each | \$ 16.20 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3737 | FILTER, AIR | 15 | Each | \$ 18.77 | \$ 281.53 |
| 1300 | Abbeville | TFP Items | TFP-12-1013 | 3" Pipe Mount Double Plate | 0 | Each | \$ 27.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-8F7632 | FILTER, FUEL | 16 | Each | \$ 7.73 | \$ 123.71 |
| 1300 | Abbeville | TFP Items | TFP-H001407 | 1/2" X Close Nipple, Aluminum | 0 | Each | \$ 2.73 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-K37-1004 | filter, fuel/water separator peterbuilt | 0 | Each | \$ 56.23 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001309 | Gauge, Buffalo 0-600# Liquid Filled, Front Flange, 1/4" I | 22 | Each | \$ 20.36 | \$ 447.92 |
| 1300 | Abbeville | Equipment Spare Parts | ES-PF7755 | FILTER, FUEL | 22 | Each | \$ 9.97 | \$ 219.34 |
| 1300 | Abbeville | TFP Items | TFP-H001267 | Detector, Gas, Male to Female Cordset, 1 Meter (Brick | 3 | Each | \$ 146.38 | \$ 439.14 |
| 1300 | Abbeville | TFP Items | TFP-H001266 | Detector, Gas, Male Receptacle (Gas Detector 1, Flame | 11 | Each | \$ 32.73 | \$ 360.03 |
| 1300 | Abbeville | TFP Items | TFP-H001409 | 3/4" X Close Nipple, Aluminum | 0 | Each | \$ 3.26 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001703 | DAPU Spin on Fuel Filter | 0 | Each | \$ 44.36 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-1AG3U06R | Pump, Honor, Right Hand | 0 | Each | \$ 156.38 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001265 | Detector, Gas P-RSV RKV 40-162-5M, 5 Meter (Gas Det | 6 | Each | \$ 78.71 | \$ 472.26 |
| 1300 | Abbeville | Equipment Spare Parts | ES-8F7925 | FILTER, FUEL WATER SEPARATOR | 5 | Each | \$ 12.51 | \$ 62.55 |
| 1300 | Abbeville | TFP Items | TFP-H000904 | Clamp Body, Heavy Duty 4" Pipe | 0 | Each | \$ 66.06 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-PA2333 | FILTER,AIR | 6 | Each | \$ 49.90 | \$ 299.43 |
| 1300 | Abbeville | TFP Items | ES-8F7587 | FILTER,FUEL | 0 | Each | \$ 8.96 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | TFP-LIG-5 | Gauge Level 5" | 18 | Each | \$ 18.86 | \$ 339.43 |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS4680 | FILTER, AIR | 6 | Each | \$ 40.06 | \$ 240.34 |
| 1300 | Abbeville | Equipment Spare Parts | ES-APH/D3899/26WA355N | ELECTRICAL CONNECTOR | 0 | Each | \$ 26.91 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001322 | 3/4 Mall Cond Seal | 0 | Each | \$ 14.10 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-B495 | 1/2" X 3/4" Reducing Bushing, Aluminum | 25 | Each | \$ 10.40 | \$ 260.01 |
| 1300 | Abbeville | TFP Items | TFP-H001408 | PUMP PAN FOR FMC TRIPLEX | 69 | Each | \$ 1.08 | \$ 74.68 |
| 1300 | Abbeville | TFP Items | TFP-03-1006 | Detector, Gas 4-Port Junction Bricks | 0 | Each | \$ 399.60 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001263 | Cover Plate, 1 1/2" Pipe Clamp Body | 3 | Each | \$ 200.34 | \$ 601.01 |
| 1300 | Abbeville | TFP Items | TFP-H000931 | FILTER, LUBE SPIN-ON | 0 | Each | \$ 3.75 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BD7154 | 4 Pin Cordset (Rear Natural Gas Manifold Valve) | 0 | Each | \$ 25.75 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001261 | Fuji Contactor | 4 | Each | \$ 137.47 | \$ 549.87 |
| 1300 | Abbeville | Equipment Spare Parts | ES-3NC4H0E22 | 4 Pin Cordset, (Front Natural Gas Manifold Valve) | 0 | Each | \$ 424.87 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001260 | 1/2" Female/Male ELL, Aluminum | 4 | Each | \$ 86.93 | \$ 347.74 |
| 1300 | Abbeville | TFP Items | TFP-H001411 | Gauge, Buffalo 0-200# Liquid Filled, Front Flange, 1/4" I | 0 | Each | \$ 15.92 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001315 | SUB-D Connector W/One Cable Entry 37 pos. Female ve | 14 | Each | \$ 21.17 | \$ 296.43 |
| 1300 | Abbeville | TFP Items | TFP-H001035 | Ball Valve - 1/2" Socket Weld X 1/2" FNPT, Lockable | 0 | Each | \$ 79.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000774 | 1" Stauff Clamp | 0 | Each | \$ 80.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000997 | Cover Plate, 4" Pipe Clamp Body | 0 | Each | \$ 8.45 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000905 | Gasket, Pump Drain Universal | 0 | Each | \$ 41.59 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-1025 | Engine Compartment Seal | 16 | Each | \$ 33.53 | \$ 536.48 |
| 1300 | Abbeville | TFP Items | TFP-H000276 | Engine Compartment Seal | 0 | Each | \$ 174.96 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|-----------------------|---|-------------|-----------------|---------------|------|
| 1300 | Abbeville | Flow Iron | FI-3231336 | Butterfly Valve Handle | 0 | Each | 19.93 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000903 | Bleed Ring, 1 1/2" Line 300# Flange 1/2" NPT Port, 316; | 0 | Each | 90.00 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001253 | Detector, Gas Mill-Spec Cordset, 5.5 Meters, (Gas Detec | 10 | Each | 108.38 | \$ |
| 1300 | Abbeville | TFP Items | TFP-12-1012 | 6" Pipe Mount Doubler Plate | 0 | Each | 30.24 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-RS3517 | FILTER, AIR | 21 | Each | 27.28 | \$ |
| 1300 | Abbeville | TFP Items | TFP-01-0010 | COVER RESEVOIR BREATHER | 24 | Each | 275.00 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-PT065E-10-6S(SR) | Connector metal curcular str plug w/cable clamp 10.6 # | 0 | Each | 27.21 | \$ |
| 1300 | Abbeville | TFP Items | TFP-10-1042 | NGFS Gauge Panel | 0 | Each | 150.00 | \$ |
| 1300 | Abbeville | TFP Items | TFP-12-1024 | Spacer, Piping Clamp - .25 | 50 | Each | 6.58 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000253 | 2" Aeroquip Flexmaster Joint | 0 | Each | 60.81 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BD7176 | FILTER, LUBE | 0 | Each | 31.48 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF1397-SP | FILTER, FUEL | 12 | Each | 23.36 | \$ |
| 1300 | Abbeville | TFP Items | TFP-02-1082 | Plate, Bulkhead Electrical SS | 31 | Each | 79.49 | \$ |
| 1300 | Abbeville | TFP Items | TFP-02-1010 | Compressor Wash Inlet Bracket (Rev-0) | 0 | Each | 40.50 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001255 | Lock-Mini, Locking Shroud | 4 | Each | 10.15 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000924 | Gauge, 0-600 psi, Glycerin Filled, Lower Mount, 1/4" NI | 0 | Each | 30.00 | \$ |
| 1300 | Abbeville | TFP Items | TFP-12-1007 | 6" Stauff Clamp Weld Plate | 0 | Each | 44.00 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001412 | 3/4" Coupling, Aluminum | 0 | Each | 3.13 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-MTX/MS39459W10S-2S | ELECTRICAL CONNECTOR | 0 | Each | 95.51 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000927 | Daman Manifold, DH0900312S, 3 #12 SAE Side Ports 2 : | 0 | Each | 224.08 | \$ |
| 1300 | Abbeville | TFP Items | TFP-04-1030 | Gearbox Brake Disc (Rev-1) | 20 | Each | 339.20 | \$ |
| 1300 | Abbeville | TFP Items | TFP-01-1037 | Stop, Machined F/work Platform | 55 | Each | 21.60 | \$ |
| 1300 | Abbeville | TFP Items | TFP-04-1009 | Coupler Plate for OFM Trl | 0 | Each | 43.20 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000794 | Brennan Fitting 6801-20-20-NOW | 0 | Each | 11.24 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-3475AMGX1600 | Transducer 100 PSI | 0 | Each | 369.63 | \$ |
| 1300 | Abbeville | TFP Items | TFP-04-1047 | C-Flange Blank | 0 | Each | 51.84 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7949-D | FILTER, FUEL (JOHN DEERE) | 1 | Each | 16.19 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-P608666 | filter, air | 0 | Each | 133.69 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001257 | 4 Pin Cordset (Vent Valve) | 15 | Each | 57.85 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001256 | 4 Pin Cordset (AMOT 2 Valve) | 13 | Each | 57.85 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H000930 | Clamp Body, Heavy Duty 1 1/2" Pipe | 104 | Each | 6.63 | \$ |
| 1300 | Abbeville | TFP Items | TFP-04-1026 | Coupler Plate for OFM Quint | 0 | Each | 42.77 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BT8308-MPG | FILTER, HYDRUALIC | 19 | Each | 40.87 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF7932 | FILTER, FUEL | 0 | Each | 39.02 | \$ |
| 1300 | Abbeville | TFP Items | TFP-04-1027 | Coupler Plate for FMC Trl | 0 | Each | 43.20 | \$ |
| 1300 | Abbeville | TFP Items | TFP-10-1168 | TFP Vent Hose Kit | 0 | Each | 869.89 | \$ |
| 1300 | Abbeville | TFP Items | TFP-ST5-SI-NN | 5000-129 Stepper Drive | 0 | Each | 436.32 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-P614556 | FILTER, AIR, PACCAR | 0 | Each | 151.69 | \$ |
| 1300 | Abbeville | TFP Items | TFP-H001258 | 4 Pin Cordset (AMOT 1 Valve) | 15 | Each | 65.21 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF1262 | FILTER, FUEL | 42 | Each | 28.25 | \$ |
| 1300 | Abbeville | Equipment Spare Parts | ES-1AG3U07R | Pump, Right Hand, .07 | 0 | Each | 156.38 | \$ |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|--------------------------|--|-------------|-----------------|---------------|-------------|
| 1300 | Abbeville | TFP Items | TFP-04-1034 | Hydraulic Cylinder Mount (Rev-2) | 18 | Each | \$ 81.00 | \$ 1,458.00 |
| 1300 | Abbeville | TFP Items | TFP-12-1006 | Rear Trailer Unit 4" Suction Mount | 0 | Each | \$ 324.00 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-DCO153M2MA | 3" F X F (Wing X Wing; Dog Bone) | 0 | Each | \$ 499.88 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-5011 | FRONT LEFT DOOR TF40 | 0 | Each | \$ 255.68 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-050034 | retainer nut 5.5" fluid end nov | 0 | Each | \$ 523.93 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-0010 | Hose Master 1 1/2" Annuflex, 34" OAL | 0 | Each | \$ 265.37 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001259 | 4 Pin Cordset (Manifold Valve) | 15 | Each | \$ 79.93 | \$ 1,198.93 |
| 1300 | Abbeville | TFP Items | TFP-10-1026 | Spacer, 1 1/2" Pipe Clamp, .125" | 75 | Each | \$ 10.80 | \$ 810.00 |
| 1300 | Abbeville | TFP Items | TFP-01-1030 | OFM Triplex Suction Piping | 0 | Each | \$ 1,150.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000367 | Power Supply, 24VDC, 576W, Din-Rail, Low Profile Met | 0 | Each | \$ 290.04 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000974 | Brennan Fitting 6410-32-20-O | 55 | Each | \$ 28.10 | \$ 1,545.57 |
| 1300 | Abbeville | TFP Items | TFP-04-1037 | Hydraulic Cylinder Adapter | 0 | Each | \$ 46.17 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001276 | Filter, Natural Gas, 4 1/2" O.D. X 36" LG. | 0 | Each | \$ 37.70 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-19020889 | alternator, pad mount | 0 | Each | \$ 204.33 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1027 | Spacer, 1 1/2" Pipe Clamp, .25" | 74 | Each | \$ 11.88 | \$ 879.12 |
| 1300 | Abbeville | TFP Items | TFP-H000679 | Valve, Check: 1 1/2" NPT X 500 psi | 0 | Each | \$ 90.90 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1028 | Spacer, 1 1/2" Pipe Clamp, .375" | 17 | Each | \$ 12.15 | \$ 206.55 |
| 1300 | Abbeville | TFP Items | TFP-H001410 | 3/4" Male Union, Aluminum | 0 | Each | \$ 12.96 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6078 | Intake Screen Spray Rail | 0 | Each | \$ 87.00 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-FL-70-040W-2DF4WB0 | 4" Flow Line Butterfly Valve | 0 | Each | \$ 134.64 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001294 | Detcon Sensor | 0 | Each | \$ 336.96 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1029 | Spacer, 1 1/2" Pipe Clamp, .50" | 75 | Each | \$ 12.91 | \$ 967.95 |
| 1300 | Abbeville | TFP Items | TFP-6995K82 | Battery Box, 9-3/4" H x 14-1/2" W x 7-7/8" D Inside, Po | 0 | Each | \$ 23.50 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000880 | 1-1/2" Stauff Clamp | 0 | Each | \$ 35.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001254 | Transducer, Mill-Spec Cordset, 6 Meters (Inlet Press, FC | 15 | Each | \$ 117.34 | \$ 1,760.14 |
| 1300 | Abbeville | TFP Items | TFP-01-6050 | Chip Plug Pan | 0 | Each | \$ 69.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-BF9860 | FILTER, FUEL SPIN ON | 10 | Each | \$ 55.91 | \$ 559.12 |
| 1300 | Abbeville | TFP Items | TFP-H001002 | Parker 3-Way DD Solenoid Valve | 0 | Each | \$ 267.40 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-P7500C467ADNR20-6 | Pump, Frac Unit, Counter Clockwise Rotation | 0 | Each | \$ 804.45 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-02-1012 | T-55 Engine Case Vent Hose (High Heat SS - Braided) | 15 | Each | \$ 118.80 | \$ 1,782.00 |
| 1300 | Abbeville | TFP Items | TFP-01-6030 | T-55 Engine Mount - Exhaust Side (Rev-0) | 32 | Each | \$ 42.00 | \$ 1,344.00 |
| 1300 | Abbeville | TFP Items | TFP-01-6080 | TF40 Engine Container Chip Pan | 0 | Each | \$ 168.86 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1008 | 3" Stauff Clamp Weld Plate | 0 | Each | \$ 36.80 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-SPA19168PPDAPALASUW1 | 6" Stauff Clamp | 0 | Each | \$ 94.92 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1028 | Spacer, Piping Clamp -5 IN | 50 | Each | \$ 28.23 | \$ 1,411.37 |
| 1300 | Abbeville | TFP Items | TFP-69CIV-125 | Valve, Relief, By-Pass, 1" x 1" NPT-Male X Female, 125 f | 0 | Each | \$ 111.90 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-MAR-232-214338 | Heat Exchanger | 0 | Each | \$ 896.80 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000882 | Solenoid Valve, 1/2" FNPT Full Port | 0 | Each | \$ 363.99 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001198 | IDC M6-150-10-A Shock & Vibrations Isolator M6 Series | 64 | Each | \$ 65.02 | \$ 4,161.26 |
| 1300 | Abbeville | TFP Items | TFP-01-6064 | Battery Box Mount Hardware Set TF40 | 0 | Each | \$ 94.90 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000567 | LLG5 Sightglass | 0 | Each | \$ 19.53 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|---------------------------|---|-------------|-----------------|---------------|-------------|
| 1300 | Abbeville | TFP Items | TFP-H000972 | Brennan Fitting 6400-20-32-O | 0 | Each | \$ 31.32 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1035 | Shift Yoke Limit Switch Mount (Rev-0) | 22 | Each | \$ 127.44 | \$ 2,803.68 |
| 1300 | Abbeville | TFP Items | TFP-01-6068 | Blue Box Mount | 0 | Each | \$ 114.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-05-6070 | DAPU Exhaust Pipe Extension for Trailers | 0 | Each | \$ 187.56 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000680 | Valve, Liquid Relief: 1 1/2" NPT X 600 psi | 30 | Each | \$ 147.67 | \$ 4,429.99 |
| 1300 | Abbeville | Flow Iron | FI-PJ31502INT1 | PUP JOINT, 3" 1502 INTEGRAL 1" LONG | 0 | Each | \$ 1,053.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-1004 | 4" NG Manifold X OPW Arm Adapter | 0 | Each | \$ 2,190.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-3475BCSX1600 | TRANSMITTER, VIATRAN 0-3K SEALED GAGE PRESSURE | 0 | Each | \$ 369.63 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-10-0009 | Hose Master 1 1/2" Annuflex, 46" OAL | 0 | Each | \$ 254.62 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-FS1013 | Fleet Guard Fuel Separator Filter FS1013 | 0 | Each | \$ 45.29 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1014 | Weldment - E2 Gearbox Mount: LOWER (Rev-2) | 0 | Each | \$ 145.80 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1016 | Weldment - E2 Gearbox Mount: UPPER (Rev-1) | 0 | Each | \$ 145.80 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-02-1004 | Engine Vent Pipe | 0 | Each | \$ 147.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2-300-842-01 | T55 Fuel Filter Housing | 0 | Each | \$ 1,200.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6035 | Engine Door Support V Filter | 14 | Each | \$ 162.00 | \$ 2,268.00 |
| 1300 | Abbeville | TFP Items | TFP-04-1015 | Weldment - E2 Gearbox Mount: MIDDLE (Rev-1) | 0 | Each | \$ 152.28 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1036 | Limit Switch Trip Plate (Rev-0) | 24 | Each | \$ 113.40 | \$ 2,721.60 |
| 1300 | Abbeville | TFP Items | TFP-01-1031 | OFM Triplex Piping Crossover | 0 | Each | \$ 278.05 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1040 | DAPU Battery Box | 0 | Each | \$ 220.32 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6046 | Coupling Inner | 0 | Each | \$ 202.14 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6081 | Exhaust Seal Plate | 0 | Each | \$ 264.60 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1029 | Spacer, Piping Clamp - 75 IN | 50 | Each | \$ 53.33 | \$ 2,666.40 |
| 1300 | Abbeville | TFP Items | TFP-H001034 | 16 Channel Current Input Module | 0 | Each | \$ 588.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6045 | Coupling Outer | 0 | Each | \$ 242.68 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001241 | Check Valve 1/4 NPT | 0 | Each | \$ 184.85 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000267 | Gas Shock 130 Force | 0 | Each | \$ 13.86 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-1041 | INTAKE SCREEN TF40 | 0 | Each | \$ 416.19 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-006U1-PS1DO | Waukesha Pump (006U1-PS1DO_1.5in) | 0 | Each | \$ 3,799.18 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001053 | Single Race Swivel Joint Module | 0 | Each | \$ 1,364.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-015U1-PS1DO | Waukesha Pump (015U1-PS1DO_1.5in) | 0 | Each | \$ 4,340.39 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1039 | TURBINE SCATTER SHIELD | 8 | Each | \$ 646.03 | \$ 5,168.24 |
| 1300 | Abbeville | Flow Iron | FI-LY31502FMF | Lateral Assy 3" 1502F X M X F | 0 | Each | \$ 2,292.25 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001219 | Light, LED Engine Room | 0 | Each | \$ 209.60 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000867 | Shut Off Valve 1 1/2" High Pressure Shutoff Valve | 0 | Each | \$ 4,662.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1016 | Weldment, Dual Pipe Mount | 0 | Each | \$ 594.00 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-P531656 | Discharge Connections 3 Fig 1502 Female | 0 | Each | \$ 726.54 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-22003-15 | Vibration Isolation | 100 | Each | \$ 7.30 | \$ 730.32 |
| 1300 | Abbeville | TFP Items | TFP-SPAL80889PPDAPALASUW1 | 3" Stauff Clamp | 71 | Each | \$ 68.62 | \$ 4,872.31 |
| 1300 | Abbeville | Equipment Spare Parts | ES-2108-01-0101-45 | 4 1/2" soft packing | 0 | Each | \$ 189.46 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1033 | Shift Mount Yoke (for gearbox) | 0 | Each | \$ 153.36 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000873 | Ball Valve - 1 1/2" 300# RF Flanges, Lockable | 0 | Each | \$ 497.35 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|----------------------|---|-------------|-----------------|---------------|--------------|
| 1300 | Abbeville | Equipment Spare Parts | ES-PFS-5/6 | FILTRAIR PFS 5/6 24X20X14 POCKET FILTER | 84 | Each | \$ 65.12 | \$ 5,470.42 |
| 1300 | Abbeville | TFP Items | TFP-H000566 | Switch, Pressure for OEM 180 - 3000 PSI | 0 | Each | \$ 130.54 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RTDW5/8 | RTD with 5/8 Threads 100 ohm | 0 | Each | \$ 281.56 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-DUO 6-MF | 6' Marine Overside Ladder | 0 | Each | \$ 262.13 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001699 | Discharge Flange 2" 1502 | 18 | Each | \$ 443.64 | \$ 7,985.45 |
| 1300 | Abbeville | TFP Items | TFP-01-6029 | T-55 Engine Mount - Intake Side (Rev-0) | 40 | Each | \$ 109.00 | \$ 4,360.00 |
| 1300 | Abbeville | Equipment Spare Parts | ES-CU4003A | element, 25 micron, synthetic, hydraulic for pumps. | 0 | Each | \$ 275.74 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-RTDW41IC | RTD with 4JIC Fitting 100 ohm | 0 | Each | \$ 292.88 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6076 | Adjustment Brake Top Over | 0 | Each | \$ 137.19 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000870 | Viatran 5705AUSBHNZ Pressure Transducer, 0-500 PSI | 0 | Each | \$ 396.03 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-03-1001 | PUMP LID FOR OFM TRIPLEX | 0 | Each | \$ 286.20 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-05-0003 | Subassembly, Brake APU | 0 | Each | \$ 3,037.02 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000775 | Regulator = 1/4" FNPT Inlet, (2) 1/4" FNPT Outlets | 0 | Each | \$ 254.88 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001182 | Quick Connect 4" Male Weld End | 9 | Each | \$ 766.50 | \$ 6,898.50 |
| 1300 | Abbeville | TFP Items | TFP-H001055 | 4" Swivel Seal Kit | 25 | Each | \$ 274.27 | \$ 6,856.67 |
| 1300 | Abbeville | TFP Items | TFP-11005T11 | D-RING ANCHOR POINT CONNECTOR TYPE 304 STAINLI | 199 | Each | \$ 30.32 | \$ 6,033.68 |
| 1300 | Abbeville | TFP Items | TFP-FRC-2130-A | Relief Valve | 0 | Each | \$ 385.31 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-5003 | Cover, Engine Container - Right Turbine Plate | 21 | Each | \$ 305.67 | \$ 6,419.13 |
| 1300 | Abbeville | TFP Items | TFP-H001242 | Check Valve, 3/4 NPT | 0 | Each | \$ 423.04 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-P614986 | FILTER, AIR KENWORTH | 18 | Each | \$ 147.30 | \$ 2,651.40 |
| 1300 | Abbeville | TFP Items | TFP-H001698 | Detachable Nut Kit for TFP-H001697 | 0 | Each | \$ 381.61 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2-300-908-01 | T55 Fuel Flow Divider | 0 | Each | \$ 6,950.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1040 | TF40 ENGINE MOUNTS | 12 | Each | \$ 1,414.80 | \$ 16,977.60 |
| 1300 | Abbeville | Equipment Spare Parts | ES-2108-03-0250-73 | packing complete, 5.0" utex gold | 0 | Each | \$ 403.74 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-1046 | Drain Plate, OFM Tri-Unlv | 11 | Each | \$ 736.45 | \$ 8,100.95 |
| 1300 | Abbeville | TFP Items | TFP-01-6011 | Front Ladder Assembly for TFPs | 12 | Each | \$ 293.83 | \$ 3,525.92 |
| 1300 | Abbeville | TFP Items | TFP-H001710 | Asco Valve 24/DC | 0 | Each | \$ 776.36 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-Q1-5004 | Cover, Engine Container - Left Turbine Plate | 21 | Each | \$ 356.45 | \$ 7,485.51 |
| 1300 | Abbeville | TFP Items | TFP-01-1045 | OFM Tri Removable Suction Piping | 0 | Each | \$ 1,134.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-03-1100 | T55 Fastener Kit | 0 | Each | \$ 1,337.40 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-3229888 | 6" Butterfly Valve | 0 | Each | \$ 274.70 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-PJ31502INT3 | PUP JOINT, 3" 1502 INTEGRAL 3' LONG | 0 | Each | \$ 2,096.21 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6009 | Rear Ladder Assembly for TFPs | 11 | Each | \$ 300.82 | \$ 3,309.03 |
| 1300 | Abbeville | Flow Iron | FI-SJ31502550MF | SWIVEL JOINT, 3" 1502 STYLE 50 MXF | 0 | Each | \$ 2,106.26 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-83F25-AA4A4A1BHA2 | 1" Promass Flowmeter | 0 | Each | \$ 8,554.05 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001697 | 3" Male Discharge Flange | 13 | Each | \$ 491.44 | \$ 6,388.72 |
| 1300 | Abbeville | TFP Items | TFP-H001214 | Air Sentry - G55INC | 0 | Each | \$ 227.14 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-LY31502MFF | LATERAL UNION Y, 3" 1502 MXFXF | 0 | Each | \$ 2,259.87 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-FRC-2110-A | WS Thermal Bypass Assembly | 0 | Each | \$ 325.19 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000487 | 6" Expansion Joint | 0 | Each | \$ 194.34 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001052 | Spring Assembly | 0 | Each | \$ 3,285.00 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|-----------------------|---|-------------|-----------------|---------------|--------------|
| 1300 | Abbeville | Equipment Spare Parts | ES-2108-03-0103-94 | 4.0" Complete Packing | 0 | Each | 228.85 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000251 | Perenco Hydraulic Motor | 0 | Each | 629.63 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-APU-HYD | TFP Alternate Power Unit, hydraulic | 0 | Each | 10,115.61 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000878 | Basket Strainer - 1 1/2" 300# RF 316SS, 300Mesh | 0 | Each | 1,128.29 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-SEATA.0" | SEAT, 4.0" | 0 | Each | 64.20 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001054 | Dual Race Swivel Joint Module | 0 | Each | 2,178.31 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-53WK16008-R | STARTER, HYDRAULIC | 0 | Each | 2,800.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2108-01-0250-74 | packing soft 5.0" utex gold | 0 | Each | 206.16 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-12-1026 | Ladder Mount | 0 | Each | 205.20 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-127-21-45-2RW | Plunger, 5.0 x 16 OPI | 0 | Each | 606.52 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2-300-272-XX | T55 Ignitor Harness | 0 | Each | 6,250.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-UP37563 | LED Work Light | 0 | Each | 101.52 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2-310-384-01 | TSS Oil Pump | 0 | Each | 12,960.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-0701133048D | 4" Valve | 0 | Each | 74.47 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-KZP1-2G05-24V-BR06 | Warner Hatch Activator | 38 | Each | 412.25 | \$ 15,665.61 |
| 1300 | Abbeville | Flow Iron | FL-SJ21502550MF | SWIVEL JOINT, 2" 1502 STYLE 50 MXF | 0 | Each | 887.22 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6069 | BOTTOM BRAKE COVER | 0 | Each | 351.68 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-2-300-216-03 | TSS Start Fuel Nozzle | 0 | Each | 1,250.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000891 | Cap, Male Hitap Adaptor | 0 | Each | 2,025.75 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001336 | Filter, Replacement Cartridge | 209 | Each | 81.37 | \$ 17,007.00 |
| 1300 | Abbeville | Flow Iron | FL-PJ31502INT4 | PUP JOINT, 3" 1502 INTEGRAL 4' LONG | 0 | Each | 1,585.72 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-P537088 | Stuffing Box, FMC 4.5 | 0 | Each | 1,606.23 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000773 | Ball Valve - 4" 300# RF Flanges, Lockable | 0 | Each | 2,419.56 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6063 | Perforated Filter Backing Screen | 0 | Each | 168.39 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-03-1002 | PUMP PAN FOR OFM TRIPLEX | 0 | Each | 401.40 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-127-21-244 | Plunger, 4.0 x 16.00 | 0 | Each | 510.69 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-05-6001 | TFP-05-6001, WELD SCATTER SHIELD, T55 | 39 | Each | 516.72 | \$ 20,152.00 |
| 1300 | Abbeville | TFP Items | TFP-F55 | Fire Suppression System | 0 | Each | 18,258.32 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6001 | ENGINE CONTAINER COVER | 10 | Each | 922.80 | \$ 9,228.00 |
| 1300 | Abbeville | Flow Iron | FL-PJ31502INT10 | PUP JOINT, 3" 1502 INTEGRAL 10' LONG | 0 | Each | 3,115.47 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6017 | INTAKE SCREEN T55 | 11 | Each | 1,120.59 | \$ 12,326.50 |
| 1300 | Abbeville | TFP Items | TFP-01-6065 | Electronic Cable Tray | 28 | Each | 509.76 | \$ 14,273.28 |
| 1300 | Abbeville | TFP Items | TFP-03-1008 | Pump Lid, OFM Tri, Rev 2 | 0 | Each | 910.45 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-0CA-1500-214344 | Heat Exchanger | 1 | Each | 7,166.23 | \$ 7,166.23 |
| 1300 | Abbeville | Flow Iron | FL-SJ31502510MF | SWIVEL JOINT, 3" 1502 STYLE 10 MXF | 0 | Each | 2,741.34 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-XM-252 | Seat, 4.5" Mission | 0 | Each | 59.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-FRC-2050-A | Manifold, Assembly, Frack Unit Quick Disconnect | 0 | Each | 2,812.32 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000874 | Quick Connect - 4" Male | 8 | Each | 985.50 | \$ 7,884.00 |
| 1300 | Abbeville | Equipment Spare Parts | ES-SEATA.5" | seat, valve 4.5" fluid end | 0 | Each | 64.72 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-UAS25185-2 | T55 Liquid to Liquid Cooler | 0 | Each | 11,750.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-55500008-21 | Advanced Liquid Fuel Valve (Model ALV10) | 0 | Each | 12,095.64 | \$ - |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|------------------------|---|-------------|-----------------|---------------|---------------|
| 1300 | Abbeville | Equipment Spare Parts | ES-127-21-281 | Plunger, 4.5 X 16.00 TWS | 0 | Each | \$ 539.72 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-5009 | COMPARTMENT EXHAUST HATCH | 24 | Each | \$ 1,863.89 | \$ 44,733.42 |
| 1300 | Abbeville | Flow Iron | FI-PJ31502INT2 | PUP JOINT, 3" 1502 INTEGRAL 2' LONG | 0 | Each | \$ 1,378.45 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-06-6107 | T-55 IDEC Distribution Panel | 0 | Each | \$ 5,015.10 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-552F-NDLAI1A35A8AA | 10" Promag Flowmeter | 2 | Each | \$ 10,437.21 | \$ 20,874.42 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 31,315.28 | \$ 250,522.24 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 31,315.28 | \$ 250,522.24 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 31,315.28 | \$ 250,522.24 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 31,315.28 | \$ 250,522.24 |
| 1300 | Abbeville | TFP Items | TFP-01-5006 | SubAssy, Universal Top Cover Intake Side | 19 | Each | \$ 1,133.41 | \$ 21,534.72 |
| 1300 | Abbeville | Equipment Spare Parts | ES-83F15-AAASAAA1BHA2 | 1/2" Promass Flowmeter | 0 | Each | \$ 8,088.46 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H001696 | Synthetic Mini Filter 24X20X4 | 497 | Each | \$ 87.72 | \$ 43,598.32 |
| 1300 | Abbeville | TFP Items | TFP-BALL INJECTOR | Ball Injector Assembly | 0 | Each | \$ 32,447.25 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6019 | COOLER GUARD | 32 | Each | \$ 623.16 | \$ 19,941.09 |
| 1300 | Abbeville | Flow Iron | FI-PV121502 | PLUG VALVE, 1" X 2" 1502 | 0 | Each | \$ 1,147.67 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-06-6104 | Modified Lime Shroud | 29 | Each | \$ 865.21 | \$ 25,090.95 |
| 1300 | Abbeville | TFP Items | TFP-01-5005 | Engine Compartment Exhaust Hatch | 26 | Each | \$ 1,975.53 | \$ 51,363.65 |
| 1300 | Abbeville | TFP Items | TFP-01-6012 | BRAKE COVER | 0 | Each | \$ 1,495.57 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-TIB-230-1402-TF40 | TFP E&I TF40, Interconnect box set | 0 | Each | \$ 13,938.53 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-TB06-1000 | Electric/Hydraulic Starter for TF-40 Engine | 0 | Each | \$ 5,548.55 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-02-1008 | Exhaust Piping Assembly (Rev-0) | 0 | Each | \$ 2,654.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-FRC-DWG-3010-EBR | Box, Fan, Heat Exchanger | 0 | Each | \$ 2,489.31 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-CV315025F | 3" 1502 Flapper Style Standard Flow Check Valve | 0 | Each | \$ 3,384.45 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-04-1010 | T-55 Bell Housing Assembly (Rev-2) | 0 | Each | \$ 2,900.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-TURB-CABLEKIT | Turbine Frac Cable Kit | 1 | Each | \$ 6,086.08 | \$ 6,086.08 |
| 1300 | Abbeville | TFP Items | TFP-FRC-2020-A | RGB Motor/Pump Assembly for Frac Unit | 0 | Each | \$ 4,488.07 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-FRC-2010-A | W5 Motor/Pump Assembly for Frac Unit | 13 | Each | \$ 4,490.93 | \$ 58,382.03 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 72,826.23 | \$ 582,609.84 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 72,826.23 | \$ 582,609.84 |
| 1300 | Abbeville | TFP Items | TFP-SKID 1 | TFP Skid | 8 | Each | \$ 72,826.23 | \$ 582,609.84 |
| 1300 | Abbeville | TFP Items | TFP-FRC-FL-K | FITTINGS kit | 0 | Each | \$ 72,826.23 | \$ 582,609.84 |
| 1300 | Abbeville | TFP Items | TFP-04-1023 | TFP Drive coupling, OFM triplex | 0 | Each | \$ 3,846.70 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-PUMP-PE-T-2250-OFM | Power End | 36 | Each | \$ 4,745.24 | \$ 170,828.71 |
| 1300 | Abbeville | TFP Items | TFP-PUMP-PE-T-2250-OFM | Power End | 0 | Each | \$ 78,246.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-CS-230-TF40 | TFP E&I TF40, Control set | 0 | Each | \$ 78,246.00 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-EP-2438-LC102-HUB | 24V TRIPLEX AUTO GREASE LUBE SYSTEM | 0 | Each | \$ 20,246.82 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-501-00-00-8-01D-EP | Gas Fuel Metering Valve AGV-10-10-EP | 28 | Each | \$ 2,704.55 | \$ 75,727.45 |
| 1300 | Abbeville | TFP Items | TFP-HAPU | Hydraulic Auxiliary Power Unit | 0 | Each | \$ 11,910.55 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-TPC-230-TF40 | TFP E&I TF40, Ibox w/ 15" rugged touch screen | 8 | Each | \$ 11,020.44 | \$ 88,163.52 |
| 1300 | Abbeville | TFP Items | TFP-FRC-2000-A | Manifold Assembly for Frac Unit | 14 | Each | \$ 30,764.65 | \$ 430,705.10 |
| 1300 | Abbeville | TFP Items | TFP-FRC-2000-A | Manifold Assembly for Frac Unit | 13 | Each | \$ 5,158.83 | \$ 67,064.74 |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|----------------------|--|-------------|-----------------|---------------|---------------|
| 1300 | Abbeville | TFP Items | TFP-01-600 | Engine Compartment | 7 | Each | \$ 12,062.91 | \$ 84,440.34 |
| 1300 | Abbeville | TFP Items | TFP-FRC-HAL-K | HOSE ASSEMBLY | 0 | Each | \$ 5,159.09 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-FRC-PL-K | PIPING KIT | 0 | Each | \$ 6,247.10 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-5008 | ENGINE DOOR | 0 | Each | \$ 1,482.16 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-0021 | OFM TRI 2250 | 0 | Each | \$ 18,279.00 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-PE-2250-SP | Pump Power End, Triplex 2250 Drive Hub (OFM Style) | 0 | Each | \$ 139,735.26 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-H000866 | OPW Gas Connection Arm | 0 | Each | \$ 23,323.50 | \$ - |
| 1300 | Abbeville | TFP-FUEL MODULE ASSY | TFP-FUEL MODULE ASSY | TFP Fuel Module Assembly | 0 | Each | \$ 13,489.03 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-GEARBOX-V2-T55 | TFP Gearbox version2, T55 turbines | 0 | Each | \$ 48,590.63 | \$ - |
| 1300 | Abbeville | Equipment Spare Parts | ES-TWS2500-23 | Destiny Pump Assy 2500 HP | 0 | Each | \$ 248,400.00 | \$ - |
| 1300 | Abbeville | Flow Iron | FI-P41502INT10 | PUP JOINT, 4" 1502 INTEGRAL 10' LONG | 0 | Each | \$ 4,909.54 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-01-6000 | Weldment, Engine Compartment (Upper Assembly) | 14 | Each | \$ 13,455.85 | \$ 188,381.90 |
| 1300 | Abbeville | TFP Items | TFP-T1B-230-1402-T55 | TFP E&I T55, interconnect box set | 14 | Each | \$ 18,003.00 | \$ 252,041.95 |
| 1300 | Abbeville | TFP Items | TFP-CS-230-T55 | TFP E&I T55, Control set | 0 | Each | \$ 30,987.87 | \$ - |
| 1300 | Abbeville | TFP Items | TFP-TPC-230-T55 | TFP E&I T55, jbox w/ 15", rugged touch screen | 0 | Each | \$ 107,604.32 | \$ 860,834.56 |
| 1300 | Abbeville | TFP Items | TFP-DAPU | Dual Auxiliary Power Unit | 8 | Each | \$ 486,473.88 | \$ - |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-AFAM-HP/LP | AFA Manifold HP/LP Set (8 Station) | 1 | Each | \$ 3.90 | \$ 3.90 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-BF825 | FILTER, FUEL | 2 | Each | \$ 8.29 | \$ 16.58 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-B495 | FILTER, LUBE | 10 | Each | \$ 4.17 | \$ 41.70 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-B163 | FILTER, LUBE | 12 | Each | \$ 3.87 | \$ 46.44 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-BF940 | FILTER,FUEL | 8 | Each | \$ 6.99 | \$ 55.88 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-B7177 | FILTER, LUBE | 6 | Each | \$ 11.48 | \$ 68.86 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-BF7940 | filter, fuel | 12 | Each | \$ 7.28 | \$ 87.35 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-B7700 | FILTER, LUBE | 18 | Each | \$ 7.46 | \$ 134.26 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-BF7634 | FILTER, FUEL | 1 | Each | \$ 339.20 | \$ 339.20 |
| 3100 | Pennsylvania | TFP Items | TFP-04-1030 | Gearbox Brake Disc (Rev-1) | 16 | Each | \$ 22.04 | \$ 352.70 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-BF1397-SP | FILTER, FUEL | 14 | Each | \$ 48.09 | \$ 673.26 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-2108-01-0103-95 | 4.0" Soft Packing | 18 | Each | \$ 66.56 | \$ 1,198.13 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-PKGSOFT4.5 | PACKING, SOFT GOODS 4.5" | 1 | Each | \$ 1,482.16 | \$ 1,482.16 |
| 3100 | Pennsylvania | TFP Items | TFP-01-5008 | ENGINE DOOR | 0 | TON | \$ 0.04 | \$ - |
| 3100 | Pennsylvania | Proppants | 806-0100 | 100m Standard Frac Sand | 9 | Each | \$ 234.86 | \$ 2,113.70 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-PKGC0M4.5 | PACKING, COMPLETE WITH BRASS | 4 | Each | \$ 593.97 | \$ 2,375.88 |
| 3100 | Pennsylvania | Flow Iron | FI-CV41502SSF-RDKIT | 4" standard flap check rebuild kit | 26 | Each | \$ 95.82 | \$ 2,491.33 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-D103 | FILTER, AIR SENTRY DESSICANT BREATHER TURBINE PL | 41 | Each | \$ 64.72 | \$ 2,653.63 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-SEAT4.5" | seat, valve 4.5" fluid end | 14 | Each | \$ 204.15 | \$ 2,858.09 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-PLGCLMP4.5" | CLAMP, PLUNGER 4.5" SPM STYLE. | 1 | Each | \$ 3,037.02 | \$ 3,037.02 |
| 3100 | Pennsylvania | TFP Items | TFP-05-0003 | Subassembly, Brake APU | 74 | Each | \$ 53.04 | \$ 3,925.15 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-080130297 | 4" Seat | 56 | Each | \$ 74.90 | \$ 4,194.40 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-070113304BD | 4" Valve | 9 | Each | \$ 510.69 | \$ 4,596.19 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-127-21-244 | Plunger, 4.0 x 16.00 | 1 | Each | \$ 4,668.61 | \$ 4,668.61 |
| 3100 | Pennsylvania | TFP Items | TFP-04-1023 | TFP Drive coupling, OFM triplex | | | | |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
Inventory Report
as of 1/31/2014

| Location | Physical Location | Item Type | Item Number | Description | Qty on Hand | Unit of Measure | Cost per Unit | Cost |
|----------|-------------------|-----------------------|-------------------------|---|-------------|-----------------|---------------|---------------|
| 3100 | Pennsylvania | Equipment Spare Parts | ES-2108-03-0101-44 | 4 1/2" complete packing. | 24 | Each | \$ 257.87 | \$ 6,188.76 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-CUA003A | element, 25 micron, synthetic, hydraulic for pumps. | 30 | Each | \$ 236.86 | \$ 7,105.85 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-83F15-AAASAAA1BHA2 | 1/2" Promass Flowmeter | 1 | Each | \$ 8,084.79 | \$ 8,084.79 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-83F25-AAASAAA1BHA2 | 1" Promass Flowmeter | 1 | Each | \$ 8,554.04 | \$ 8,554.04 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-127-21-45-2RW | Plunger, 5.0 x 16 OPI | 15 | Each | \$ 638.68 | \$ 9,580.13 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-5552F-NDL1A1A35ABAA | 10" Promag Flowmeter | 1 | Each | \$ 10,437.21 | \$ 10,437.21 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-050273 | SGO Detector (Less housing) | 4 | Each | \$ 2,815.00 | \$ 11,260.00 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-2108-01-0101-45 | 4 1/2" soft packing | 73 | Each | \$ 178.89 | \$ 13,058.97 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-070113352BD | Valve, P5 SM II Bonded U23318 4.5" VALVE | 242 | Each | \$ 75.00 | \$ 18,150.00 |
| 3100 | Pennsylvania | Flow Iron | FI-CV315025F | 3" 1502 Flapper Style Standard Flow Check Valve | 6 | Each | \$ 3,384.45 | \$ 20,306.71 |
| 3100 | Pennsylvania | Equipment Spare Parts | ES-650120010ITX0 | Pump MS 1.4x12 XP HC 22" (Pump for Blenders) | 1 | Each | \$ 34,693.75 | \$ 34,693.75 |
| 3100 | Pennsylvania | Fluid Ends | TFP-PEA-Q-VTI-4.00 | Fluid End, QWS 4.00" Quint Standard Assy | 1 | Each | \$ 59,224.00 | \$ 59,224.00 |
| 3100 | Pennsylvania | TFP Items | TFP-TURBINE-T55 | TFP Turbine Engine, model T55 | 1 | Each | \$ 139,250.00 | \$ 139,250.00 |
| 3100 | Pennsylvania | Fluid Ends | TFP-PUMP-FFA-T-OFM-4.50 | FLUID END ASSEMBLY, OFM TRIPLEX 4.5" | 6 | Each | \$ 68,358.69 | \$ 410,152.14 |
| Trans | Transload | Proppants | 809-CARHP4080 | CARBO CERAMICS Hydro Prop 40/80 | 178,540 | TON | \$ 0.33 | \$ 58,918.20 |
| Trans | Transload | Proppants | 805-4070 | 40/70m Premium Frac Sand (white) | 1,492,680 | TON | \$ 0.06 | \$ 92,546.16 |
| Trans | Transload | Proppants | 805-3050 | 30/50M Premium Frac Sand (white) | 5,765,254 | TON | \$ 0.03 | \$ 186,293.17 |
| Trans | Transload | Proppants | 805-2040 | 20/40m Premium Frac Sand (white) | 10,107,873 | TON | \$ 0.07 | \$ 732,282.73 |

All parts, all components, all inventory of any nature including cement, acids, pumping fluids and all tubs and tanks and pumps and air systems and compressors associated with said systems at all locations, including any vendor, dealer, repair facility or fabrication facility not owned or leased by GFES. All shop tools, fixtures, air compressors, welders, fans, lifts, hoists, jacks, frame and welding stands, torch carts, hoses, gauges, chains, rigging, hooks, tow straps, pumps, generators, shop tables and stands, and all small hands tools and tools of any nature. All containers and all contents of containers including but not limited to: Radios, computers, GPS systems, sensors, oil and fuel pumps, reels, truck and pickup spare parts, fuel tanks, tool box units, bumpers, and any and all shop support and service equipment, tools or fixtures. All new and used engines, pumps and any equipment and vehicle related parts and components. All parts inventories and supplies at all locations including parts racks, pallet racks, forklifts, pallet jacks, pallet wrappers, banding machines, box and storage bins, components, pumps, turbines, diesel power modules, tanks, air systems, and all other support items and tools contained in all vehicles and all warehouse and storage units and trailers. All equipment and all defined and vehicles, component records and maintenance and repair history. All piping, elbows, extensions, couplers, hose and attachments relating to Frac pumps, blenders, manifolds, trailers, sand equipment and all defined and undefined equipment located on various sites. All office equipment, furniture, fixtures, computers, software, printers, factory and OEM operating production software agreements, all maintenance, repair and service manuals relating to all operating functions for all equipment of all types. All operations manuals and instruction manuals relating to all aspects of frac operations, transportation and well services business and equipment functions and operations. All safety SOP guidelines and equipment and vehicle operating procedures and instructions for all assets included. All supply, purchase and maintenance contracts and warranty assignments for all assets included. All turbine specific purchase, maintenance and operating agreements and contracts relating to installation and service of turbine power units and all related turbine sub-system design and applications.

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
 GP Project Listing - Projects in CIP
 as of 12/31/2013

| Project ID | Project Description | Serial No. | Main Category | Sub-category | Assigned to Asset | Project Costs | PHYSICAL LOCATION | Comments |
|------------|--|-------------|---------------|--------------|-------------------|---------------|-----------------------|--|
| TDP-11 | Turbine Double Pump Unit | | FSAX | | | \$ 708,598.67 | DUHON | In-process of being moved to Carencro |
| TFP-066 | Turbine Skid | | FSTFP | | TFP-066 | \$ 480,939.51 | ABBEVILLE | |
| TFP-073 | Turbine Skid | | FSTFP | | TFP-073 | \$ 336,011.80 | ABBEVILLE | |
| TFP-074 | Turbine Skid | | FSTFP | | TFP-074 | \$ 325,433.86 | ABBEVILLE | |
| TFP-076 | Turbine Skid | | FSTFP | | TFP-076 | \$ 256,395.92 | ABBEVILLE | |
| TFP-077 | Turbine Skid | | FSTFP | | TFP-077 | \$ 123,744.43 | ABBEVILLE | |
| TFP-089 | Turbine Skid | | FSTFP | | TFP-089 | \$ 292,582.81 | ABBEVILLE | |
| N/A | Densimeter | | FSAX | | | \$ 13,322.62 | ABBEVILLE | |
| N/A | Densimeter | | FSAX | | | \$ 13,322.61 | ABBEVILLE | |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24993-05-01 | WSPS | | | \$ 3,067.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24993-05-02 | WSPS | | | \$ 3,067.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24994-05-01 | WSPS | H | | \$ 3,067.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24996-05-01 | WSPS | H | | \$ 3,067.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24998-05-01 | WSPS | H | | \$ 3,067.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 10000 x 4 1/16in 15000 | 24998-05-02 | WSPS | H | | \$ 3,067.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24993-06-01 | WSPS | | | \$ 3,434.40 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24993-06-02 | WSPS | | | \$ 3,434.40 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24994-06-01 | WSPS | H | | \$ 3,434.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24996-06-01 | WSPS | H | | \$ 3,434.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24998-06-01 | WSPS | H | | \$ 3,434.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 15000 x 4 1/16in 15000 | 24998-06-02 | WSPS | H | | \$ 3,434.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24993-04-01 | WSPS | | | \$ 2,462.40 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24993-04-02 | WSPS | | | \$ 2,462.40 | DUHON | In-process of being moved to Abbeville |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24994-04-01 | WSPS | H | | \$ 2,462.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24996-04-01 | WSPS | H | | \$ 2,462.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24998-04-01 | WSPS | H | | \$ 2,462.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Adapter Flange 7 1/16in 5000 x 4 1/16in 15000 | 24998-04-02 | WSPS | H | | \$ 2,462.40 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | BOP Assembly | | WSPS | | | \$ 390,822.64 | DUHON | In-process of being moved to Abbeville |
| N/A | BOP Assembly | | WSPS | | | \$ 392,005.64 | DUHON | In-process of being moved to Abbeville |
| N/A | BOP Assembly | | WSPS | | | \$ 392,005.64 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24993-03-01 | WSPS | | | \$ 4,644.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24993-03-02 | WSPS | | | \$ 4,644.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24994-03-01 | WSPS | H | | \$ 4,644.00 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24996-03-01 | WSPS | H | | \$ 4,644.00 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24998-03-01 | WSPS | H | | \$ 4,644.00 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 48in long | 24998-03-02 | WSPS | H | | \$ 4,644.00 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24993-02-01 | WSPS | | | \$ 5,097.60 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24993-02-02 | WSPS | | | \$ 5,097.60 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24994-02-01 | WSPS | H | | \$ 5,097.60 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24998-02-01 | WSPS | H | | \$ 5,097.60 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24998-02-02 | WSPS | H | | \$ 5,097.60 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |

Schedule 1 - Fixed Assets & Inventory

Green Field Energy Services, Inc.
 GP Project Listing - Projects in CIP
 as of 12/31/2013

| Project ID | Project Description | Serial No. | Main Category | Sub-Category | Assigned to Asset | Project Costs | PHYSICAL LOCATION | Comments |
|------------|---------------------------------------|-------------|---------------|--------------|-------------------|-----------------|-----------------------|--|
| N/A | Spacer Spool 4 1/16in 15000 72in long | 24996-02-01 | WSPS | H | | \$ 5,097.60 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-01 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-03 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-05 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-02 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-04 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24993-01-06 | WSPS | | | \$ 5,551.20 | DUHON | In-process of being moved to Abbeville |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24994-01-01 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24996-01-02 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24998-01-03 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24994-01-02 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24996-01-03 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24998-01-04 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24994-01-03 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24998-01-05 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24996-01-01 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24998-01-02 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Spacer Spool 4 1/16in 15000 96in long | 24998-01-06 | WSPS | H | | \$ 5,551.20 | VENDOR -MULE SERVICES | Vendor has asserted M&M lien |
| N/A | Swivel 4.06in | | WSPS | | | \$ 11,939.80 | DUHON | In-process of being moved to Abbeville |
| N/A | Swivel 4.06in | | WSPS | | | \$ 10,847.61 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M ACTD | | WSPS | | | \$ 3,402.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M ACTD | | WSPS | | | \$ 6,642.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Valve 2 x 2 1/16 15M ACTD | | WSPS | | | \$ 6,642.00 | DUHON | In-process of being moved to Abbeville |
| N/A | Swivel 4.06in | | WSPS | | | \$ 10,847.25 | DUHON | In-process of being moved to Abbeville |
| TOTAL | | | | | | \$ 4,018,280.01 | | |

Schedule 2

Supplemental Assets

(SEE ATTACHED)

Schedule 2 - Supplemental Assets

| Vendor | Contact | Phone | Asset ID # | Cure/Release Price | Equipment Status/Comments |
|--|---------------------------------|--------------|--|--------------------|---|
| ATS | | | TE-052, TE-069 | \$ 165,000.00 | Unable to make contact |
| CMC of Georgia | Matt Marty | 706-886-5500 | PE-086 | \$ - | Being returned to Abbeville |
| Cryotech LLC | Matthew Osborn | 713-733-5776 | NT-03 | \$ - | Made contact with vendor and seeking return of wrecked Nitrogen transport. |
| England Ford | | 800-256-3242 | GPS-008 | \$ - | Unlocatd GPS |
| Hub City Ford | | 888-586-1435 | GPS-175, PKT-011, PKT-026 | \$ - | Being returned to Abbeville |
| Medina County Collision (Ralph Staats) | Ralph Staats | 830-741-2639 | GPS-623, VAN-023 | \$ 10,000.00 | Being returned to Abbeville |
| Midland Ford (Rogers Ford Lincoln) | | 800-583-8801 | GPS-603, VAN-002 | \$ - | Being returned to Abbeville |
| MULE Services, LLC | Joe Stegeman | 337-367-7800 | TDC-012, TR-243, DDT-024, GPS-072, GPS-321 | \$ 160,000.00 | Subject to \$160k M&M lien |
| MULE Services, LLC | Joe Stegeman | 337-367-7800 | C-3, GPS-023, GPS-406, PS-478, GPS-497, GPS-563, GPS-630, GPS-631, TR-063, TR-152, TR-171 | \$ - | Not subject to lien |
| Rolligon/NOV Special Services | Thomas H. Grace (legal counsel) | 713-588-7034 | CAT-001, DV-002, FBL-004, FBL-010, GPS-026, GPS-091, GPS-096, GPS-142, GPS-451, GPS-539, GPS-547, GPS-635, HYD-003, TR-121, TR-218, TR-226, TR-233 | \$ 60,000.00 | Tractors may not be subject to \$60k M&M lien. To install a set of controls in the one blender will cost \$132,800. This is the original PO amount. |
| | | | APU-014, APU-015 | \$ - | Seeking return of units from vendor |

Schedule 3

Jerh Option Assets

(SEE ATTACHED)

Schedule 3 - Jerreh Option Assets

| <u>Retained Pumps - Included in Fixed Asset Schedule</u> | <u>Purchase Option Price</u> | <u>Total</u> | <u>Option Price Liability</u> |
|--|------------------------------|---------------------|-------------------------------|
| 19 Fracturing Pumps* | \$95,000.00 | \$1,805,000.00 | Debtor |
| <u>Returned Pumps Returned to Jerreh - Not in Fixed Asset Schedule</u> | | | |
| 10 Fracturing Pumps | 120,000.00 | 1,200,000.00 | Agent |
| <u>CTU's Returned to Jerreh - Included in Fixed Asset Schedule but Footnoted</u> | | | |
| CTU-07 | 684,000.00 | 684,000.00 | Agent |
| CTU-08 | 684,000.00 | 684,000.00 | Agent |
| <u>Tractor Returned to Jerreh - Not in Fixed Asset Schedule</u> | | | |
| Kenworth T800 Tractor | 144,000.00 | 144,000.00 | Agent |
| Total | | 4,517,000.00 | |
| <i>Total Potential Liability of Debtor</i> | | <i>1,805,000.00</i> | |
| <i>Total Potential Liability of Agent</i> | | <i>2,712,000.00</i> | |

* 19 Fracturing Pumps By Asset # Below:

- PE-073
- PE-074
- PE-075
- PE-076
- PE-077
- PE-078
- PE-079
- PE-080
- PE-081
- PE-082
- PE-083
- PE-084
- PE-085
- PE-087
- PE-088
- PE-089
- PE-090
- PE-093
- PE-095

EXHIBIT B

Excluded Assets

As used in this Agreement the term "Excluded Assets" means any right, title or interest of the Sellers in any of the following:

- (a) each Seller's rights under this Agreement (including the right to receive the payments to the Sellers hereunder delivered to the Sellers pursuant to this Agreement);
- (b) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits, securities, securities entitlements, instruments and other investments of the Sellers and all bank accounts and securities accounts, including any cash collateral that is collateralizing any letters of credit;
- (c) all documents prepared in connection with this Agreement or the transactions contemplated hereby or relating to the Bankruptcy Case, all minute books, corporate records (such as stock registers) and organizational documents of the Sellers, Tax Returns, other Tax work papers, and all other documents (other than the documents described in item (d) of Exhibit B);
- (d) any Contract other than warranty rights to the Assets, to the extent transferrable;
- (e) all Claims and Proceedings of the Sellers;
- (f) any claims, rights, defenses, or other causes of action arising under Chapter 5 of the Bankruptcy Code, including, without limitation, under Bankruptcy Code Sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553, or under similar or related state or federal statutes and common law, including state fraudulent transfer laws, whether or not prosecution of such actions has commenced, and whether or not standing to bring such claims is held by any representatives of the Sellers, any party-in-interest, or any other entity or person or similar proceedings;
- (g) any security deposits or pre-paid expenses whether or not associated with the Assets;
- (h) all insurance policies and binders, all claims, refunds and credits from insurance policies or binders due or to become due with respect to such policies or binders and all rights to proceeds thereof, except as set forth in Section 13;
- (i) all shares of capital stock or other equity interests of any Seller or securities convertible into or exchangeable or exercisable for shares of capital stock or other equity interests of any Seller;
- (j) all Accounts Receivable;

- (k) all Real Property;
- (l) all Intercompany Loans and any interest thereon;
- (m) Lease Agreement with Option to Purchase dated October 1, 2011 by and between Mass Prentiss Blackwell, Jr., as Landlord, and Green Field Energy Services, Inc. (as successor in interest to Green Field Energy Services, LLC), as Tenant; and
- (n) the assets the Sellers returned to Yantai Jereh Petroleum Equipment & Technologies Co., Ltd that do not constitute the Jereh Option Assets.

EXHIBIT C

Facilities

The Sellers' facilities located at the following addresses:

- 3221 Veterans Memorial Blvd., Suite B, Abbeville, LA 70510;
- 4700 NE Evangeline Thruway, Carencro, LA 70520; and
- 1100 Maronda Way, Monessen, PA 15062.

EXHIBIT D

Designated Account

Regions Bank
400 Poydras St., Ste 2200
New Orleans, LA 70130
Routing # 062005690
Account # 0114809125

BENEFICIARY

Green Field Energy Services, Inc
4023 Ambassador Caffery Parkway
Suite 200
Lafayette, LA 70503

EXHIBIT E

Form of Bill of Sale

For the sum of _____ (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [*Name of Seller*] (the "Seller") by and through its agent and attorney in fact Gordon Brothers Commercial & Industrial, LLC (the "Agent"), hereby sells, assigns, and transfers to [_____] having an address of _____ (the "Buyer"), the personal property listed on Exhibit "A", annexed hereto and incorporated herein by reference (the "Equipment").

Seller hereby grants, conveys, sells, assigns, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title, interest and benefit, of whatever kind and nature, tangible and intangible, in and to all of the Equipment, free and clear of any liability, charge, lien, claim or encumbrance of any kind and disclaims any representations and warranties. By way of further explanation and not limitation, the Equipment is being conveyed to Buyer on an "AS IS" and "WHERE IS" without any representation or warranty either expressed, implied or imposed by law.

Buyer hereby acknowledges and agrees that (i) it has made its own independent investigation with respect to the Equipment; and (ii) no warranties or representations, either express, implied or imposed by law, are being made by Seller or the Agent with respect to the Equipment, including, without limitation, the maintenance, repair, condition, design, marketability, accuracy or completeness of the equipment. Seller and Agent hereby disclaim, and Buyer hereby acknowledges not receiving, (i) any implied or express warranty of merchantability, and (ii) any implied or express warranty of fitness for a particular purpose, or (iii) any implied or express warranty of conforming to models or samples with respect to any of the foregoing.

Upon delivery of this Bill of Sale, all risk of loss with respect to the Equipment shall transfer to the Buyer. The Buyer further acknowledges and agrees that by accepting this Bill of Sale, the Buyer has received the Equipment that the Seller and Agent have performed all of their obligations to the Buyer in connection with this transaction.

The terms and provisions of this Bill of Sale will be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. This Bill of Sale may only be amended or modified by a written agreement executed by Agent and Buyer. This Bill of Sale may be executed in one or more counterparts, each of which when taken together shall constitute an original of this Bill of Sale. This Bill of Sale shall be governed by, and construed under, the laws of the State of [New York], without regard to any conflict of laws principles.

IN WITNESS WHEREOF, Seller by and through the Agent has duly executed this Bill of Sale on the date first above written.

[Insert Name of Seller]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED

[Insert Name of Buyer]

By: _____
Name:
Title:

Schedule 7.1

(SEE ATTACHED)

Schedule 7.1

| | |
|----------------------|--------|
| Total Per Pay Period | 28,205 |
| Total Per Month | 56,410 |

1) Amounts include salary and taxes but do not include benefits due to the company operating on a self funded plan, which such expense will need to be included and paid for by the responsible party under the terms of the agreement.

Rural/Metro Corporation, et al.
 Claim Detail - Unrealized/Satisfied

| | Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|----|---|--------------|------------|--------------|--------------------------------------|
| 1 | 109 GASOLINE ALLEY LLC | S2019034535 | 9/17/2013 | \$ 7,794 | Claim satisfied |
| 2 | ADP INC. | 121 | 8/27/2013 | \$ 263,391 | Claim satisfied |
| 3 | ADVANTAGE FUNDING COMMERCIAL CAPITAL CORP | 1195 | 10/22/2013 | \$ 813,093 | Claim satisfied |
| 4 | AEROPLEX AVIATION | 281 | 9/25/2013 | \$ 5,315 | Claim satisfied |
| 5 | AIR EVAC EMS INC | S2019034488 | 9/17/2013 | \$ 140 | Claim satisfied |
| 6 | AIR EVAC SERVICES INC | S2019034487 | 9/17/2013 | \$ 300 | Claim satisfied |
| 7 | ALPINE WASTE & RECYCLING | S2019034450 | 9/17/2013 | \$ 1,352 | Claim satisfied |
| 8 | AON HEWITT | 908 | 10/16/2013 | \$ 17,284 | Claim satisfied |
| 9 | APACHE JUNCTION FIRE DISTRICT, AN | 1632 | 10/24/2013 | \$ 63,304 | Claim satisfied |
| 10 | ARGONAUT INSURANCE COMPANY | 935 | 10/17/2013 | \$ 1,000,000 | UNREALIZED CONTINGENCY CLAIM |
| 11 | ARGONAUT INSURANCE COMPANY | 936 | 10/17/2013 | \$ 200,000 | UNREALIZED CONTINGENCY CLAIM |
| 12 | ARGONAUT INSURANCE COMPANY | 937 | 10/17/2013 | \$ 10,000 | UNREALIZED CONTINGENCY CLAIM |
| 13 | ARGONAUT INSURANCE COMPANY | 938 | 10/17/2013 | \$ 500,000 | UNREALIZED CONTINGENCY CLAIM |
| 14 | ARGONAUT INSURANCE COMPANY | 940 | 10/17/2013 | \$ 75,000 | UNREALIZED CONTINGENCY CLAIM |
| 15 | ARGONAUT INSURANCE COMPANY | 941 | 10/17/2013 | \$ 3,379,236 | UNREALIZED CONTINGENCY CLAIM |
| 16 | ARIZONA DEPARTMENT OF HEALTH SERVICES | S2019034399 | 9/17/2013 | \$ 1,250 | Claim satisfied |
| 17 | ARIZONA OFFICE TECHNOLOGIES | 1225 | 10/22/2013 | \$ 35,267 | Claim satisfied |
| 18 | ARROWHEAD HEALTH CENTER | 161 | 9/4/2013 | \$ 9,855 | Claim satisfied |
| 19 | ATHENAHEALTH | 1202 | 10/22/2013 | \$ 1,787,673 | Claim satisfied |
| 20 | AVERA MCKENNAN HOSPITAL | S2019034338 | 9/17/2013 | \$ 119 | Claim satisfied |
| 21 | AVONDALE FIRE - RESCUE SERVICES | S2019034336 | 9/17/2013 | \$ 41,177 | Claim satisfied |
| 22 | AZ- CITY OF MESA | 769 | 10/11/2013 | \$ 23,869 | Claim satisfied |
| 23 | AZ- CITY OF TEMPE | 1832 | 12/23/2013 | \$ 1,487 | Claim satisfied |
| 24 | BANNER BAYWOOD MEDICAL CENTER | S2019034319 | 9/17/2013 | \$ 7,136 | Claim satisfied |
| 25 | BANNER DESERT MEDICAL CENTER | S2019034318 | 9/17/2013 | \$ 413 | Claim satisfied |
| 26 | BARDUHN, MARLEY PHD EMTP | S2019034314 | 9/17/2013 | \$ 1,000 | Claim satisfied |
| 27 | BISHOP, KENNETH DAVID | 557 | 9/30/2013 | \$ 140 | Claim satisfied |
| 28 | BLOUNT MEMORIAL | S2019034262 | 9/17/2013 | \$ 225 | Claim satisfied |
| 29 | BLOUNT MEMORIAL HOSPITAL | S2019034261 | 9/17/2013 | \$ 18,171 | Claim satisfied |
| 30 | BMO HARRIS BANK N.A. | 971 | 10/18/2013 | \$ 8,799 | Executory contract assumed and cured |

Rural/Metro Corporation, et al.
Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|---|--------------|------------|--------------|-----------------|
| 31 BRADSHAW CONSULTING SERVICES, INC. | 1117 | 10/21/2013 | \$ 61,700 | Claim satisfied |
| 32 BUSINESS & DECISION NORTH AMERICA (PA), INC. | 1123 | 10/21/2013 | \$ 502,691 | Claim satisfied |
| 33 CALIFORNIA STRATEGIES & ADVOCACY LLC | S2019034189 | 9/17/2013 | \$ 7,500 | Claim satisfied |
| 34 CAREFUSION | S2019034170 | 9/17/2013 | \$ 5,094 | Claim satisfied |
| 35 CAREPOINT PC | S2019034167 | 9/17/2013 | \$ 2,250 | Claim satisfied |
| 36 CASA GRANDE REGIONAL MEDICAL CENTER | S2019034158 | 9/17/2013 | \$ 461 | Claim satisfied |
| 37 CATHOLIC HEALTH SYSTEMS | S2019034151 | 9/17/2013 | \$ 20,280 | Claim satisfied |
| 38 CCA FINANCIAL LLC | S2019034148 | 9/17/2013 | \$ 24,732 | Claim satisfied |
| 39 CHANDLER REGIONAL MEDICAL CENTER | S2019034123 | 9/17/2013 | \$ 2,761 | Claim satisfied |
| 40 CHASE PUBLIC POLICY PARTNERS | S2019034115 | 9/17/2013 | \$ 5,000 | Claim satisfied |
| 41 CINTAS DOCUMENT MANAGEMENT | S2019034090 | 9/17/2013 | \$ 9,991 | Claim satisfied |
| 42 CIT FINANCE LLC | 264 | 9/24/2013 | \$ 400,694 | Claim satisfied |
| 43 CITIES OF MESA, AJ, GILBERT, QUEEN CREEK | 1784 | 12/9/2013 | \$ 389,667 | Claim satisfied |
| 44 CITIES OF MESA, AJ, GILBERT, QUEEN CREEK | 1152 | 10/21/2013 | \$ 31,542 | Claim satisfied |
| 45 CITIES OF MESA, AJ, GILBERT, QUEEN CREEK | 744 | 10/11/2013 | \$ 985 | Claim satisfied |
| 46 CITRIX ONLINE LLC | 1821 | 12/17/2013 | \$ 5,475 | Claim satisfied |
| 47 CITY OF AURORA CASHIERS OFFICE | 1668 | 10/29/2013 | \$ 97,993 | Claim satisfied |
| 48 CITY OF CASA GRANDE | S2019034077 | 9/17/2013 | \$ 18,999 | Claim satisfied |
| 49 CITY OF EL MIRAGE | S2019034073 | 9/17/2013 | \$ 11,358 | Claim satisfied |
| 50 CITY OF ENCINITAS | S2019034072 | 9/17/2013 | \$ 4,905 | Claim satisfied |
| 51 CITY OF EUGENE | 1636 | 10/25/2013 | \$ 16,200 | Claim satisfied |
| 52 CITY OF EVERETT | S2019034069 | 9/17/2013 | \$ 152 | Claim satisfied |
| 53 CITY OF GLENDALE, ARIZONA,THE | 1462 | 10/23/2013 | \$ 303,783 | Claim satisfied |
| 54 CITY OF MESA- REVENUE COLLECTIONS | 550 | 10/7/2013 | \$ 16,626 | Claim satisfied |
| 55 CITY OF PEORIA | S2019034053 | 9/17/2013 | \$ 271 | Claim satisfied |
| 56 CITY OF ROCHESTER | 1031 | 10/18/2013 | \$ 94,500 | Claim satisfied |
| 57 CITY OF SALEM | 1101 | 10/21/2013 | \$ 3,909 | Claim satisfied |
| 58 CITY OF SALEM EMS DIVISION | S2019034047 | 9/17/2013 | \$ 91 | Claim satisfied |
| 59 CITY OF SALEM UTILITY BILLING | S2019034046 | 9/17/2013 | \$ 397 | Claim satisfied |
| 60 CITY OF SAN DIEGO | S2019034045 | 9/17/2013 | \$ 156,815 | Claim satisfied |

Rural/Metro Corporation, et al.
 Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|--|--------------|------------|----------------|--------------------------------------|
| 61 CITY OF SCOTTSDALE | S2019034041 | 9/17/2013 | \$ 50,126 | Claim satisfied |
| 62 CITY OF SHERIDAN | S2019034040 | 9/17/2013 | \$ 1,258 | Claim satisfied |
| 63 CITY OF TACOMA | S2019034039 | 9/17/2013 | \$ 55 | Claim satisfied |
| 64 CITY OF TEMPE FIRE PMT | S2019034038 | 9/17/2013 | \$ 80,713 | Claim satisfied |
| 65 CITY OF YUMA | 821 | 10/15/2013 | \$ 18,589 | Claim satisfied |
| 66 CONCUR TECHNOLOGIES, INC. AS SUCCESSOR IN | 1237 | 10/22/2013 | \$ 3,591 | Claim satisfied |
| 67 CONIFER REVENUE CYCLE SOLUTIONS, LLC | 278 | 9/26/2013 | \$ 388,641 | Claim satisfied |
| 68 CONNANCE, INC. | 1288 | 10/22/2013 | \$ 111,189 | Claim satisfied |
| 69 CORNING HOSPITAL | S2019033954 | 9/17/2013 | \$ 697 | Claim satisfied |
| 70 COVE CREEK LLC | 1357 | 10/22/2013 | \$ 123,360 | Executory contract assumed and cured |
| 71 COX MD PC, CHARLES B | S2019033996 | 9/17/2013 | \$ 195 | Claim satisfied |
| 72 CREDIT SUISSE AG CAYMAN ISLANDS BRANCH | S2019034638 | 9/17/2013 | \$ 427,302,230 | SATISFIED BY TERMS OF PLAN |
| 73 CREEKRIDGE CAPITAL LLC | 905 | 10/16/2013 | \$ 151,605 | Executory contract assumed and cured |
| 74 CRITTENDEN VOLUNTEER FIRE & RESCUE | S2019033929 | 9/17/2013 | \$ 1,250 | Claim satisfied |
| 75 CROUSE HEALTH FOUNDATION | S2019033928 | 9/17/2013 | \$ 391 | Claim satisfied |
| 76 CROWN CASTLE | S2019033927 | 9/17/2013 | \$ 1,789 | Claim satisfied |
| 77 DAN GREEN ENGINEERING INC | S2019033903 | 9/17/2013 | \$ 54 | Claim satisfied |
| 78 DCM SERVICES LLC | 684 | 10/8/2013 | \$ 7,604 | Claim satisfied |
| 79 DICK BATCHELOR MANAGEMENT GROUP INC | 165 | 9/4/2013 | \$ 5,000 | Claim satisfied |
| 80 ELEVATE LLC | 1620 | 10/23/2013 | \$ 15,645 | Claim satisfied |
| 81 EMERGENCY RADIO SERVICE INC | S2019033786 | 9/17/2013 | \$ 62,921 | Claim satisfied |
| 82 ERIE COUNTY MEDICAL CENTER CORP | S2019033764 | 9/17/2013 | \$ 3,575 | Claim satisfied |
| 83 ERLANGER PROPERTIES LLC | S2019033763 | 9/17/2013 | \$ 240 | Claim satisfied |
| 84 EXACENT LLC | S2019033751 | 9/17/2013 | \$ 11,860 | Claim satisfied |
| 85 EXEMPLA PHYSICIANS NETWORK | S2019033746 | 9/17/2013 | \$ 4,293 | Claim satisfied |
| 86 FIRST ALARM | S2019033704 | 9/17/2013 | \$ 11,744 | Claim satisfied |
| 87 FIRST WATCH SOLUTIONS, INC. | 1461 | 10/23/2013 | \$ 215,126 | Claim satisfied |
| 88 FISHER WIRELESS SERVICES INC | S2019033693 | 9/17/2013 | \$ 2,423 | Claim satisfied |
| 89 FLORENCE HOSPITAL AT ANTHEM LLC | S2019033682 | 9/17/2013 | \$ 28 | Claim satisfied |
| 90 FLORIDA HOSPITAL CENTRA CARE | S2019033681 | 9/17/2013 | \$ 490 | Claim satisfied |

Rural/Metro Corporation, et al.
Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|--|--------------|------------|--------------|--------------------------------------|
| 91 GALLAGHER BASSETT SERVICES, INC. | 598 | 10/7/2013 | \$ 43,461 | Claim satisfied |
| 92 GALLOW'S POINT PARTNERS LLC | 1368 | 10/22/2013 | \$ 5,275,393 | Executory contract assumed and cured |
| 93 GILBERT HOSPITAL | S2019033636 | 9/17/2013 | \$ 291 | Claim satisfied |
| 94 GRAZI COMMUNICATIONS LLC | S2019033598 | 9/17/2013 | \$ 545 | Claim satisfied |
| 95 GTP ACQUISITION PARTNERS III, LLC | 615 | 10/7/2013 | \$ 638 | Claim satisfied |
| 96 HAVANA OFFICE PARK | 845 | 10/16/2013 | \$ 228 | Claim satisfied |
| 97 HEALTH CARE EQUIPMENT FUNDING | S2019033559 | 9/17/2013 | \$ 2,879 | Claim satisfied |
| 98 ICIMS COM INC | S2019033503 | 9/17/2013 | \$ 39,005 | Claim satisfied |
| 99 IMAGE TREND INC | 785 | 10/15/2013 | \$ 83,254 | Claim satisfied |
| 100 INFOSOL INC | 978 | 10/18/2013 | \$ 48,430 | Claim satisfied |
| 101 INSIGHT DIRECT USA, INC. | 43 | 8/20/2013 | \$ 48,972 | Claim satisfied |
| 102 INSIGHT EMPLOYMENT MEDIATION LLC AND | 1071 | 10/21/2013 | \$ 7,438 | Claim satisfied |
| 103 INTEGRATED RENTAL SERVICES (IRS) | 82 | 8/28/2013 | \$ 51,325 | Claim satisfied |
| 104 INTEGRATED RENTAL SERVICES (IRS) | 131 | 8/28/2013 | \$ 13,822 | Claim satisfied |
| 105 INTEGRATED RENTAL SERVICES (IRS) | 132 | 8/28/2013 | \$ 50,201 | Claim satisfied |
| 106 INTEGRATED RENTAL SERVICES (IRS) | 133 | 8/28/2013 | \$ 138,130 | Claim satisfied |
| 107 INTEGRATED RENTAL SERVICES (IRS) | 134 | 8/28/2013 | \$ 58,579 | Claim satisfied |
| 108 INTEGRATED RENTAL SERVICES (IRS) | 135 | 8/28/2013 | \$ 50,432 | Claim satisfied |
| 109 INTEGRATED RENTAL SERVICES (IRS) | 136 | 8/28/2013 | \$ 46,308 | Claim satisfied |
| 110 INTEGRATED RENTAL SERVICES (IRS) | 137 | 8/28/2013 | \$ 12,507 | Claim satisfied |
| 111 INTEGRATED RENTAL SERVICES (IRS) | 138 | 8/28/2013 | \$ 5,212 | Claim satisfied |
| 112 IRON MOUNTAIN INFORMATION MANAGEMENT, INC. | 1588 | 10/23/2013 | \$ 19,016 | Claim satisfied |
| 113 J & J REALTY LLC | S2019033433 | 9/17/2013 | \$ 300 | Claim satisfied |
| 114 JAN PRO CLEANING SYSTEMS OF COLORADO | 1034 | 10/18/2013 | \$ 2,069 | Claim satisfied |
| 115 JAN PRO CLEANING SYSTEMS OF PORTLAND | 731 | 10/10/2013 | \$ 1,313 | Claim satisfied |
| 116 KAITLYN ENTERPRISES LLC | 716 | 10/9/2013 | \$ 937 | Claim satisfied |
| 117 KALEIDA HEALTH | 1371 | 10/22/2013 | \$ 8,400 | Claim satisfied |
| 118 KING COUNTY EMS | S2019033363 | 9/17/2013 | \$ 50 | Claim satisfied |
| 119 KNOX METRO FIRE FIGHTERS ASSOCIATION | S2019033357 | 9/17/2013 | \$ 3,795 | Claim satisfied |
| 120 LEASE HARBOR LLC | S2019033319 | 9/17/2013 | \$ 5,836 | Claim satisfied |

Rural/Metro Corporation, et al.
Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|--|--------------|------------|---------------|--------------------------------------|
| 121 LEFT HAND WATER DISTRICT | S2019033314 | 9/17/2013 | \$ 726 | Claim satisfied |
| 122 LEISTER SOLUTIONS, LLC | 354 | 9/30/2013 | \$ 7,725 | Claim satisfied |
| 123 LEISTER SOLUTIONS, LLC | 355 | 9/30/2013 | \$ 12,545 | Claim satisfied |
| 124 LUGE & SONS DEVELOPMENT INC | S2019033272 | 9/17/2013 | \$ 214 | Claim satisfied |
| 125 MARICOPA COUNTY OFF OF ENTERPRISE TECH | S2019033254 | 9/17/2013 | \$ 3,060 | Claim satisfied |
| 126 MARYVALE HOSPITAL MEDICAL CTR | S2019033242 | 9/17/2013 | \$ 53 | Claim satisfied |
| 127 MEDLYTIX LLC | 1645 | 10/25/2013 | \$ 20,298 | Claim satisfied |
| 128 MODULAR BUILDING CONCEPTS | S2019033160 | 9/17/2013 | \$ 215 | Claim satisfied |
| 129 MONROE COMMUNITY COLLEGE | 86 | 8/28/2013 | \$ 3,895 | Claim satisfied |
| 130 MORGAN COUNTY MEMORIAL HOSPITAL | 581 | 10/7/2013 | \$ 160 | Claim satisfied |
| 131 MOUNTAIN VISTA FIRE DISTRICT | 1432 | 10/23/2013 | \$ 13,898 | Claim satisfied |
| 132 MULTICARE HEALTH FOUNDATION | S2019033141 | 9/17/2013 | \$ 2,500 | Claim satisfied |
| 133 NATIONAL FUEL RESOURCES INC | 252 | 9/23/2013 | \$ 130 | Claim satisfied |
| 134 ONONDAGA COMMONS, LLC | S2019033024 | 9/17/2013 | \$ 3,215 | Claim satisfied |
| 135 OSAM DOCUMENT SOLUTIONS, INC. | 1232 | 10/22/2013 | \$ 5,793 | Claim satisfied |
| 136 PARK STRATEGIES, LLC | 470 | 10/2/2013 | \$ 17,500 | Claim satisfied |
| 137 PATRICIA LYNCH ASSOCIATES INC | S2019032975 | 9/17/2013 | \$ 7,000 | Claim satisfied |
| 138 PEAK MEDICAL RESOURCES LLC | S2019032971 | 9/17/2013 | \$ 1,431 | Claim satisfied |
| 139 PEORIA OLIVE 101 LLC | 1606 | 10/23/2013 | \$ 2,902 | Executory contract assumed and cured |
| 140 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC | 62 | 8/16/2013 | \$ 6,367 | Claim satisfied |
| 141 PLATTE RIVER INSURANCE COMPANY | 145 | 8/30/2013 | \$ 17,476,010 | UNREALIZED CONTINGENCY CLAIM |
| 142 PLATTE RIVER INSURANCE COMPANY | 722 | 10/10/2013 | \$ 64,556 | UNREALIZED CONTINGENCY CLAIM |
| 143 PRESTO X | 1025 | 10/18/2013 | \$ 105 | Claim satisfied |
| 144 PROLOGIS LIMITED PARTNERSHIP I | S2019032888 | 9/17/2013 | \$ 1,664 | Claim satisfied |
| 145 R SQUARED SERVICES AND SOLUTIONS INC | S2019032862 | 9/17/2013 | \$ 2,000 | Claim satisfied |
| 146 RACY ASSOCIATES INC | S2019032858 | 9/17/2013 | \$ 8,250 | Claim satisfied |
| 147 RADIO ONE COMM SVC CO | S2019032856 | 9/17/2013 | \$ 3,048 | Claim satisfied |
| 148 RANCHO SAHUARITA XX LLC | 934 | 10/17/2013 | \$ 2,293 | Claim satisfied |
| 149 RANCHO SANTA FE FIRE PROTECTION DISTRICT | S2019032849 | 9/17/2013 | \$ 9,681 | Claim satisfied |
| 150 RIO VERDE FIRE DISTRICT | 192 | 9/10/2013 | \$ 13,887 | Claim satisfied |

Rural/Metro Corporation, et al.
Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|---|--------------|------------|--------------|--------------------------------------|
| 1 ROGER BROOKSBANK MD | S2019032782 | 9/17/2013 | \$ 1,200 | Claim satisfied |
| 2 ROSSITER, RONALD J | 523 | 10/4/2013 | \$ 21,600 | Executory contract assumed and cured |
| 3 RUBIN, JOHN | S2019032765 | 9/17/2013 | \$ 210 | Claim satisfied |
| 4 SAGGAU AND DEROLLO LLC | S2019032731 | 9/17/2013 | \$ 8,000 | Claim satisfied |
| 5 SAIA COMMUNICATIONS, INC. | 256 | 9/23/2013 | \$ 47,767 | Claim satisfied |
| 6 SALEM AREA CHAMBER OF COMMERCE | S2019032727 | 9/17/2013 | \$ 2,500 | Claim satisfied |
| 7 SANTA CLARA COUNTY PUBLIC HEALTH LAB | S2019032706 | 9/17/2013 | \$ 11,221 | Claim satisfied |
| 8 SAP AMERICA, INC. | 1022 | 10/18/2013 | \$ 118,744 | Claim satisfied |
| 9 SCRIPPS MEMORIAL LA JOLLA | S2019032690 | 9/17/2013 | \$ 411 | Claim satisfied |
| 10 SIS Q COMMUNICATIONS LLC | 358 | 9/30/2013 | \$ 250 | Claim satisfied |
| 11 SLLIM REAL ESTATE COMPANY | 582 | 10/7/2013 | \$ 242,734 | Executory contract assumed and cured |
| 12 SPARTAN PARTNERS LLC | S2019032603 | 9/17/2013 | \$ 462 | Claim satisfied |
| 13 ST ELIZABETH HEALTH CENTER | S2019032587 | 9/17/2013 | \$ 405 | Claim satisfied |
| 14 ST ELIZABETH HEALTHCARE | S2019032586 | 9/17/2013 | \$ 520 | Claim satisfied |
| 15 ST VINCENT HOSPITAL & HEALTHCARE CTR | S2019032582 | 9/17/2013 | \$ 273 | Claim satisfied |
| 16 ST. JOSEPH'S HOSPITAL | S2019032580 | 9/17/2013 | \$ 2,569 | Claim satisfied |
| 17 STARR DOC MEDICAL DIRECTION PLLC | 566 | 10/7/2013 | \$ 1,400 | Claim satisfied |
| 18 STARWEST TECH LLC | 1610 | 10/23/2013 | \$ 48,248 | Claim satisfied |
| 19 SUMTER COMMUNICATIONS | S2019032544 | 9/17/2013 | \$ 520 | Claim satisfied |
| 20 SUNCITY FIRE DEPARTMENT | S2019032538 | 9/17/2013 | \$ 24,304 | Claim satisfied |
| 21 SUNGARD AVAILABILITY SERVICES LP | 196 | 9/12/2013 | \$ 62,530 | Claim satisfied |
| 22 SWA FLEET-TEAMSTERS LOCAL 104 | S2019032523 | 9/17/2013 | \$ 257 | Claim satisfied |
| 23 TAHER M.D., HEATHER | 754 | 10/11/2013 | \$ 3,098 | Claim satisfied |
| 24 TECHNOLOGY FINANCE CORPORATION | S2019032499 | 9/17/2013 | \$ 24,447 | Claim satisfied |
| 25 TEMPE ST. LUKE'S HOSPITAL | S2019032492 | 9/17/2013 | \$ 1,053 | Claim satisfied |
| 26 TENNESSEE STRATEGIES | S2019032484 | 9/17/2013 | \$ 3,000 | Claim satisfied |
| 27 TIFT JR, T W | S2019032445 | 9/17/2013 | \$ 52 | Claim satisfied |
| 28 TLC MEDICAL TRANSPORT, LLC | 1103 | 10/21/2013 | \$ 39,145 | Claim satisfied |
| 29 TOWN OF COLLIERVILLE | 185 | 9/11/2013 | \$ 358 | Claim satisfied |
| 30 TOWN OF COLLIERVILLE | 186 | 9/11/2013 | \$ 66 | Claim satisfied |

Rural/Metro Corporation, et al.
Claim Detail - Unrealized/Satisfied

| Creditor Name | Claim Number | Date Filed | Claim Amount | Reason |
|--|--------------|------------|----------------|--------------------------------------|
| 31 TOWN OF COLLIERVILLE | 1697 | 11/13/2013 | \$ 5,518 | Claim satisfied |
| 32 TOWN OF FLORENCE | 1056 | 10/21/2013 | \$ 3,371 | Claim satisfied |
| 33 TOWN OF FLORENCE | 1057 | 10/21/2013 | \$ 37,746 | Claim satisfied |
| 34 TOWN OF GUADALUPE | S2019032405 | 9/17/2013 | \$ 3,422 | Claim satisfied |
| 35 TOWN OF PARADISE VALLEY | S2019032403 | 9/17/2013 | \$ 1,877 | Claim satisfied |
| 36 UNIVERSITY OF CALIFORNIA (UC REGENTS) | S2019032343 | 9/17/2013 | \$ 533 | Claim satisfied |
| 37 UNIVERSITY OF ROCHESTER | S2019032342 | 9/17/2013 | \$ 111 | Claim satisfied |
| 38 UNIVERSITY OF ROCHESTER/STRONG HOSPITAL | S2019032341 | 9/17/2013 | \$ 176 | Claim satisfied |
| 39 UPSTATE EMERGENCY MEDICINE INC | 1497 | 10/23/2013 | \$ 10,258 | Claim satisfied |
| 40 VANNATTA PUBLIC RELATIONS INC | S2019032322 | 9/17/2013 | \$ 1,966 | Claim satisfied |
| 41 WEINGARTEN NOSTAT, INC. | 258 | 9/23/2013 | \$ 671 | Executory contract assumed and cured |
| 42 WEST END BUSINESS CENTER LLC | S2019032260 | 9/17/2013 | \$ 391 | Claim satisfied |
| 43 WIGWAM 2020 LLC | 1444 | 10/23/2013 | \$ 948 | Claim satisfied |
| 44 WILLIAM F MYERS FAMILY LP | 1328 | 10/22/2013 | \$ 23,827 | Executory contract assumed and cured |
| 45 WILMINGTON TRUST, NATIONAL ASSOCIATION AS | 1427 | 10/22/2013 | \$ 325,321,697 | SATISFIED BY TERMS OF PLAN |
| 46 WILMINGTON TRUST, NATIONAL ASSOCIATION AS | 1428 | 10/22/2013 | \$ 325,321,697 | SATISFIED BY TERMS OF PLAN |
| 47 WOODS MEMORIAL HOSPITAL | S2019032210 | 9/17/2013 | \$ 211 | Claim satisfied |
| 48 YOUNGSTOWN RADIO SERVICE INC | S2019032190 | 9/17/2013 | \$ 427 | Claim satisfied |
| 49 ZIRMED.COM | 774 | 10/14/2013 | \$ 13,209 | Claim satisfied |
| 50 ZOLL DATA SYSTEMS | 949 | 10/17/2013 | \$ 164,761 | Claim satisfied |

Rural/Metro Corporation, et al.
Amended Claims Detail

| Creditor Name | Original Claim Number | Amending Claim Number | Category | Original Filed Claim Amount | | | | Amending Claim Amount | | | | |
|--|-----------------------|-----------------------|------------|-----------------------------|------------|-----------|------------|-----------------------|----------|-----------|-----------|-----------|
| | | | | Secured | Priority | Unsecured | Total | Secured | Priority | Unsecured | Total | |
| 1 A & J BODY SHOP & WRECKER SERVICE INC | 22 | 477 | Trade | - | 24,802 | - | 24,802 | - | - | 26,002 | - | 26,002 |
| 2 AIR CARE INTERNATIONAL | 721 | 1110 | Trade | - | - | 15,474 | 15,474 | - | - | 23,477 | 23,477 | 23,477 |
| 3 AIR LIQUIDE HEALTHCARE AMERICA CORPORATION | 1536 | 1968 | Trade | - | 3,566 | 31,768 | 35,334 | - | - | 90,086 | 90,086 | 90,086 |
| 4 AIR LIQUIDE HEALTHCARE AMERICA CORPORATION | 1537 | 1967 | Trade | - | 2,427 | 2,033 | 4,460 | - | - | 12,012 | 12,012 | 12,012 |
| 5 AIR LIQUIDE HEALTHCARE AMERICA CORPORATION | 1538 | 1966 | Trade | - | 3,927 | 3,688 | 7,615 | - | - | 182,940 | 182,940 | 182,940 |
| 6 ARIZONA OFFICE TECHNOLOGIES | 1028 | 1225 | Trade | - | - | 32,840 | 32,840 | - | - | 35,267 | 35,267 | 35,267 |
| 7 AT&T CORP | 1969 | 1948 | Trade | - | - | 346,357 | 346,357 | - | - | 346,357 | 346,357 | 346,357 |
| 8 AZ-CITY OF TEMPE | 1831 | 1832 | Tax | - | 532 | 55 | 587 | - | 532 | 955 | 1,487 | 1,487 |
| 9 AZ-MARICOPA COUNTY TREASURER | 70 | 349 | Tax | 5,420 | - | - | 5,420 | 3,090 | - | - | 3,090 | 3,090 |
| 10 AZ-MARICOPA COUNTY TREASURER | 562 | 349 | Tax | 5,420 | - | - | 5,420 | 3,090 | - | - | 3,090 | 3,090 |
| 11 BERGE FORD INC. | 47 | 435 | Trade | - | - | 64,877 | 64,877 | - | - | 69,958 | 69,958 | 69,958 |
| 12 CA-SAN DIEGO COUNTY TREASURER-TAX COLLECTOR | 162 | 761 | Tax | - | 41,588 | - | 41,588 | - | 46,257 | - | 46,257 | 46,257 |
| 13 CATES, BRIAN H. | 1429 | 1861 | Employee | - | - | - | - | - | - | - | - | - |
| 14 CHAPMAN CHEVROLET | 3 | 320 | Trade | - | - | 30,130 | 30,130 | - | - | 36,350 | 36,350 | 36,350 |
| 15 CHAPMAN FORD | 158 | 682 | Trade | - | - | 65,644 | 65,644 | - | - | 69,644 | 69,644 | 69,644 |
| 16 CLEANSTAR NATIONAL | 149 | 628 | Trade | - | - | 1,037 | 1,037 | - | - | 1,170 | 1,170 | 1,170 |
| 17 CLEANSTAR NATIONAL | 148 | 628 | Trade | - | - | 1,037 | 1,037 | - | - | 1,170 | 1,170 | 1,170 |
| 18 DIAMOND BROOKS BOTTLED WATERS INC | 1499 | 1683 | Trade | - | - | 1,803 | 1,803 | - | - | 3,063 | 3,063 | 3,063 |
| 19 EDWARDS, MICHAEL | 129 | 855 | Litigation | - | - | 850,000 | 850,000 | - | - | 1,250,000 | 1,250,000 | 1,250,000 |
| 20 FALSO HEATING & AIR CONDITIONING | 34 | 968 | Trade | - | 5,148 | - | 5,148 | - | 3,727 | 1,421 | 5,148 | 5,148 |
| 21 FDC RESCUE PRODUCTS | 55 | 1812 | Trade | - | - | 48,009 | 48,009 | - | 21,734 | 26,343 | 48,077 | 48,077 |
| 22 FIRST CALIFORNIA INVESTMENTS | 1424 | 1860 | Lease | - | - | 781 | 781 | - | - | 40,753 | 40,753 | 40,753 |
| 23 FIRST CALIFORNIA INVESTMENTS | 1425 | 1947 | Lease | - | - | 6,936 | 6,936 | - | - | 391,844 | 391,844 | 391,844 |
| 24 FIRST CALIFORNIA INVESTMENTS | 1426 | 1946 | Lease | - | - | 2,712 | 2,712 | - | - | 391,844 | 391,844 | 391,844 |
| 25 FIRST CALIFORNIA INVESTMENTS | 1796 | 1947 | Lease | - | - | 6,870 | 6,870 | - | - | 391,844 | 391,844 | 391,844 |
| 26 FIRST CALIFORNIA INVESTMENTS | 1797 | 1860 | Lease | - | - | 781 | 781 | - | - | 40,753 | 40,753 | 40,753 |
| 27 FIRST CALIFORNIA INVESTMENTS | 1798 | 1947 | Lease | - | - | 6,870 | 6,870 | - | - | 391,844 | 391,844 | 391,844 |
| 28 FIRST CALIFORNIA INVESTMENTS | 1801 | 1947 | Lease | - | - | 6,936 | 6,936 | - | - | 391,844 | 391,844 | 391,844 |
| 29 FIRST CALIFORNIA INVESTMENTS | 1858 | 1946 | Lease | - | - | 278,307 | 278,307 | - | - | 391,844 | 391,844 | 391,844 |
| 30 FIRST CALIFORNIA INVESTMENTS | 1859 | 1947 | Lease | - | - | 278,307 | 278,307 | - | - | 391,844 | 391,844 | 391,844 |
| 31 FIRST CALIFORNIA INVESTMENTS | 1947 | 1946 | Lease | - | - | 391,844 | 391,844 | - | - | 391,844 | 391,844 | 391,844 |
| 32 FREIGHTLINER, STERLING, WESTERN STAR OF AZ | 8 | 1222 | Trade | - | - | 17,586 | 17,586 | - | - | 18,121 | 18,121 | 18,121 |
| 33 GE CAPITAL CORPORATION | 166 | 1918 | Trade | - | - | 2,880 | 2,880 | - | - | 2,366 | 2,366 | 2,366 |
| 34 GENUINE PARTS COMPANY | 67 | 980 | Trade | - | - | 17,120 | 17,120 | - | 121,098 | 172,996 | 294,095 | 294,095 |
| 35 GREEN, AUDREY | 1334 | 1694 | Litigation | 9,500,000 | 19,000,000 | - | 28,500,000 | - | - | 9,500,000 | 9,500,000 | 9,500,000 |
| 36 ISKANDER, RAYMOND S. | 1491 | 1862 | Employee | - | - | - | - | - | - | - | - | - |
| 37 JUV'S CATERING INC | 341 | 1734 | Trade | - | - | 1,383 | 1,383 | - | - | 3,639 | 3,639 | 3,639 |
| 38 KUSMAN, TRAVIS | 46 | 672 | Litigation | - | - | 50,000 | 50,000 | - | - | 50,000 | 50,000 | 50,000 |
| 39 LENHARTS ACE HARDWARE | 456 | 1143 | Trade | - | 1,877 | 1,877 | 3,754 | - | - | 1,753 | 1,753 | 1,753 |
| 40 LOS ALAMITOS AUTO PARTS | 71 | 943 | Trade | - | 17,575 | 43,427 | 61,002 | - | 61,002 | - | 61,002 | 61,002 |

Rural/Metro Corporation, et al.
Amended Claims Detail

| Creditor Name | Original Claim Number | Amending Claim Number | Category | Original filed Claim Amount | | | | Amending Claim Amount | | | | |
|---|-----------------------|-----------------------|------------|-----------------------------|----------|-----------|---------|-----------------------|----------|-----------|---------|---------|
| | | | | Secured | Priority | Unsecured | Total | Secured | Priority | Unsecured | Total | |
| 41 LOS ALAMITOS AUTO PARTS | 72 | 942 | Trade | - | 7,737 | 6,787 | 14,534 | - | - | 14,534 | - | 14,534 |
| 42 MEDLYTEI LLC | 130 | 1645 | Trade | - | - | 16,557 | 16,557 | - | - | 20,298 | - | 20,298 |
| 43 MIKE CASTRUCCI FORD SALES, INC. | 376 | 153 | Trade | - | - | 9,289 | 9,289 | - | - | 9,289 | - | 9,289 |
| 44 OH- BUREAU OF WORKERS' COMPENSATION | 1930 | 1933 | Tax | - | 10,456 | - | 10,456 | - | - | 25,932 | - | 25,932 |
| 45 PAC COMMUNICATIONS | 916 | 1543 | Trade | - | - | 17,482 | 17,482 | - | - | 31,051 | - | 48,483 |
| 46 PARR PUBLIC SAFETY EQUIPMENT | 445 | 1147 | Trade | - | 611 | - | 611 | - | - | - | 451 | 451 |
| 47 PHILIP R WOOTEN PC | 1228 | 1717 | Trade | - | 7,350 | 13,889 | 21,239 | - | - | 7,329 | 21,239 | 28,764 |
| 48 PUBLIC POLICY PARTNERS LLC | 708 | 1841 | Trade | - | - | 54,277 | 54,277 | - | - | - | 48,945 | 48,945 |
| 49 PUBLIC POLICY PARTNERS LLC | 709 | 1840 | Trade | - | - | 54,277 | 54,277 | - | - | - | 48,945 | 48,945 |
| 50 SIERRA LIQUIDITY FUND/COLDEN ENTERPRISES | 778 | 1170 | Trade | - | 7,347 | - | 7,347 | - | - | 8,736 | - | 8,736 |
| 51 STARWEST ASSOCIATES, LLC | 1949 | 1952 | Lease | - | - | 216,062 | 216,062 | - | - | - | 216,062 | 216,062 |
| 52 STARWEST ASSOCIATES, LLC | 1950 | 1951 | Lease | - | - | 22,586 | 22,586 | - | - | - | 22,586 | 22,586 |
| 53 SUN STATE FORD | 75 | 1171 | Trade | - | - | 5,126 | 5,126 | - | - | - | 2,928 | 2,928 |
| 54 SUPERIOR TIRE SERVICE | 33 | 174 | Trade | - | - | 2,182 | 2,182 | - | - | - | 2,182 | 2,182 |
| 55 TN - CITY OF MEMPHIS | 1868 | 1809 | Tax | 732 | - | - | - | 732 | - | - | - | 732 |
| 56 US BANK NA DBA US BANK EQUIPMENT FINANCE | 147 | 1849 | Trade | 79,900 | - | 133,723 | 193,623 | 80,000 | - | - | 120,762 | 200,762 |
| 57 W.W. GRAMMER INC. | 25 | 518 | Trade | - | - | 2,027 | 2,027 | - | 1,502 | - | 35,708 | 39,209 |
| 58 WA- PIERCE COUNTY BUDGET & FINANCE | 146 | 1974 | Tax | 2,941 | - | - | 2,941 | 2,307 | - | - | - | 2,307 |
| 59 WILLIS, BERNARD | 282 | 683 | Litigation | - | - | 350,000 | 350,000 | - | - | - | 350,000 | 350,000 |
| 60 ZACHRICH,ROBERT | 830 | 1679 | Employee | - | 24,475 | 652,524 | 677,474 | - | 12,475 | - | 652,524 | 664,999 |
| 61 ZACHRICH,ROBERT | 1679 | 1711 | Employee | - | 12,475 | 652,524 | 664,999 | - | 12,475 | - | 310,602 | 223,077 |

Barr/Mcroe Copartners, et al.
Chick Daniel - Plaintiff

| Case No. | Company Name | Amount | Category | Notes |
|----------|--|----------|----------|-------|
| 1 | 1. JAMES EARL RAY | 1,000.00 | ... | ... |
| 2 | 2. THE STATE FARM TRUCK SALES INC | 250.00 | ... | ... |
| 3 | 3. JAMES EARL RAY | 1,000.00 | ... | ... |
| 4 | 4. JAMES EARL RAY | 1,000.00 | ... | ... |
| 5 | 5. BUFFALO PROTECTIVE & INVESTIGATION INC. | 400.00 | ... | ... |
| 6 | 6. JAMES EARL RAY | 1,000.00 | ... | ... |
| 7 | 7. JAMES EARL RAY | 1,000.00 | ... | ... |
| 8 | 8. JAMES EARL RAY | 1,000.00 | ... | ... |
| 9 | 9. JAMES EARL RAY | 1,000.00 | ... | ... |
| 10 | 10. JAMES EARL RAY | 1,000.00 | ... | ... |
| 11 | 11. JAMES EARL RAY | 1,000.00 | ... | ... |
| 12 | 12. JAMES EARL RAY | 1,000.00 | ... | ... |
| 13 | 13. JAMES EARL RAY | 1,000.00 | ... | ... |
| 14 | 14. JAMES EARL RAY | 1,000.00 | ... | ... |
| 15 | 15. JAMES EARL RAY | 1,000.00 | ... | ... |
| 16 | 16. JAMES EARL RAY | 1,000.00 | ... | ... |
| 17 | 17. JAMES EARL RAY | 1,000.00 | ... | ... |
| 18 | 18. JAMES EARL RAY | 1,000.00 | ... | ... |
| 19 | 19. JAMES EARL RAY | 1,000.00 | ... | ... |
| 20 | 20. JAMES EARL RAY | 1,000.00 | ... | ... |
| 21 | 21. JAMES EARL RAY | 1,000.00 | ... | ... |
| 22 | 22. JAMES EARL RAY | 1,000.00 | ... | ... |
| 23 | 23. JAMES EARL RAY | 1,000.00 | ... | ... |
| 24 | 24. JAMES EARL RAY | 1,000.00 | ... | ... |
| 25 | 25. JAMES EARL RAY | 1,000.00 | ... | ... |
| 26 | 26. JAMES EARL RAY | 1,000.00 | ... | ... |
| 27 | 27. JAMES EARL RAY | 1,000.00 | ... | ... |
| 28 | 28. JAMES EARL RAY | 1,000.00 | ... | ... |
| 29 | 29. JAMES EARL RAY | 1,000.00 | ... | ... |
| 30 | 30. JAMES EARL RAY | 1,000.00 | ... | ... |
| 31 | 31. JAMES EARL RAY | 1,000.00 | ... | ... |
| 32 | 32. JAMES EARL RAY | 1,000.00 | ... | ... |
| 33 | 33. JAMES EARL RAY | 1,000.00 | ... | ... |
| 34 | 34. JAMES EARL RAY | 1,000.00 | ... | ... |
| 35 | 35. JAMES EARL RAY | 1,000.00 | ... | ... |
| 36 | 36. JAMES EARL RAY | 1,000.00 | ... | ... |
| 37 | 37. JAMES EARL RAY | 1,000.00 | ... | ... |
| 38 | 38. JAMES EARL RAY | 1,000.00 | ... | ... |
| 39 | 39. JAMES EARL RAY | 1,000.00 | ... | ... |
| 40 | 40. JAMES EARL RAY | 1,000.00 | ... | ... |
| 41 | 41. JAMES EARL RAY | 1,000.00 | ... | ... |
| 42 | 42. JAMES EARL RAY | 1,000.00 | ... | ... |
| 43 | 43. JAMES EARL RAY | 1,000.00 | ... | ... |
| 44 | 44. JAMES EARL RAY | 1,000.00 | ... | ... |
| 45 | 45. JAMES EARL RAY | 1,000.00 | ... | ... |
| 46 | 46. JAMES EARL RAY | 1,000.00 | ... | ... |
| 47 | 47. JAMES EARL RAY | 1,000.00 | ... | ... |
| 48 | 48. JAMES EARL RAY | 1,000.00 | ... | ... |
| 49 | 49. JAMES EARL RAY | 1,000.00 | ... | ... |
| 50 | 50. JAMES EARL RAY | 1,000.00 | ... | ... |
| 51 | 51. JAMES EARL RAY | 1,000.00 | ... | ... |
| 52 | 52. JAMES EARL RAY | 1,000.00 | ... | ... |
| 53 | 53. JAMES EARL RAY | 1,000.00 | ... | ... |
| 54 | 54. JAMES EARL RAY | 1,000.00 | ... | ... |
| 55 | 55. JAMES EARL RAY | 1,000.00 | ... | ... |
| 56 | 56. JAMES EARL RAY | 1,000.00 | ... | ... |
| 57 | 57. JAMES EARL RAY | 1,000.00 | ... | ... |
| 58 | 58. JAMES EARL RAY | 1,000.00 | ... | ... |
| 59 | 59. JAMES EARL RAY | 1,000.00 | ... | ... |
| 60 | 60. JAMES EARL RAY | 1,000.00 | ... | ... |
| 61 | 61. JAMES EARL RAY | 1,000.00 | ... | ... |
| 62 | 62. JAMES EARL RAY | 1,000.00 | ... | ... |
| 63 | 63. JAMES EARL RAY | 1,000.00 | ... | ... |
| 64 | 64. JAMES EARL RAY | 1,000.00 | ... | ... |
| 65 | 65. JAMES EARL RAY | 1,000.00 | ... | ... |
| 66 | 66. JAMES EARL RAY | 1,000.00 | ... | ... |
| 67 | 67. JAMES EARL RAY | 1,000.00 | ... | ... |
| 68 | 68. JAMES EARL RAY | 1,000.00 | ... | ... |
| 69 | 69. JAMES EARL RAY | 1,000.00 | ... | ... |
| 70 | 70. JAMES EARL RAY | 1,000.00 | ... | ... |
| 71 | 71. JAMES EARL RAY | 1,000.00 | ... | ... |
| 72 | 72. JAMES EARL RAY | 1,000.00 | ... | ... |
| 73 | 73. JAMES EARL RAY | 1,000.00 | ... | ... |
| 74 | 74. JAMES EARL RAY | 1,000.00 | ... | ... |
| 75 | 75. JAMES EARL RAY | 1,000.00 | ... | ... |
| 76 | 76. JAMES EARL RAY | 1,000.00 | ... | ... |
| 77 | 77. JAMES EARL RAY | 1,000.00 | ... | ... |
| 78 | 78. JAMES EARL RAY | 1,000.00 | ... | ... |
| 79 | 79. JAMES EARL RAY | 1,000.00 | ... | ... |
| 80 | 80. JAMES EARL RAY | 1,000.00 | ... | ... |
| 81 | 81. JAMES EARL RAY | 1,000.00 | ... | ... |
| 82 | 82. JAMES EARL RAY | 1,000.00 | ... | ... |
| 83 | 83. JAMES EARL RAY | 1,000.00 | ... | ... |
| 84 | 84. JAMES EARL RAY | 1,000.00 | ... | ... |
| 85 | 85. JAMES EARL RAY | 1,000.00 | ... | ... |
| 86 | 86. JAMES EARL RAY | 1,000.00 | ... | ... |
| 87 | 87. JAMES EARL RAY | 1,000.00 | ... | ... |
| 88 | 88. JAMES EARL RAY | 1,000.00 | ... | ... |
| 89 | 89. JAMES EARL RAY | 1,000.00 | ... | ... |
| 90 | 90. JAMES EARL RAY | 1,000.00 | ... | ... |
| 91 | 91. JAMES EARL RAY | 1,000.00 | ... | ... |
| 92 | 92. JAMES EARL RAY | 1,000.00 | ... | ... |
| 93 | 93. JAMES EARL RAY | 1,000.00 | ... | ... |
| 94 | 94. JAMES EARL RAY | 1,000.00 | ... | ... |
| 95 | 95. JAMES EARL RAY | 1,000.00 | ... | ... |
| 96 | 96. JAMES EARL RAY | 1,000.00 | ... | ... |
| 97 | 97. JAMES EARL RAY | 1,000.00 | ... | ... |
| 98 | 98. JAMES EARL RAY | 1,000.00 | ... | ... |
| 99 | 99. JAMES EARL RAY | 1,000.00 | ... | ... |
| 100 | 100. JAMES EARL RAY | 1,000.00 | ... | ... |

Beneficial Corporation, et al.
 Cause No. 13-12783-KG and Related

| Case No. | Case Name | Case Type | Case Status | Case Date | Case Amount | Case Description | Case Outcome | Case Notes |
|----------|--------------------------------|-----------------------------------|-------------|-----------|-------------|--|---------------------|-------------------------|
| 1 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 2 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 3 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 4 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 5 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 6 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 7 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 8 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 9 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |
| 10 | Beneficial Corporation, et al. | Shareholder Derivative Litigation | Settled | 12/15/13 | \$1,000,000 | Shareholder derivative litigation regarding the company's financial reporting. | Settlement reached. | Final judgment entered. |

Rural/Metro Corporation, et al.
 Claim Detail - Modified Amount

| Case No. | Entity Name | 2013 Actual | | | | 2013 Budget | | | | 2014 Budget | | | | Total Budget | Total Actual | Variance | Comments | |
|----------|--------------------------------|-------------|----------|-----|--------|-------------|----------|--------|--------|-------------|----------|-----|--------|--------------|--------------|----------|----------|--|
| | | Revenue | Expenses | Net | Change | Revenue | Expenses | Net | Change | Revenue | Expenses | Net | Change | | | | | |
| 1 | AD GROUP STREET REALTY COMPANY | 1889 | \$ | - | \$ | 42,838 | \$ | 42,838 | \$ | - | \$ | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2 | AMCO BLDG INC | 1822 | \$ | - | \$ | 11,996 | \$ | 11,996 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Per 2013/14 the cost reported for both items, without consideration, for the greater of one year, or 15 percent, will be reduced three parts of the remaining term of each lease |
| 3 | BALFOUR BECKETT HOLDING LLC | 1831 | \$ | - | \$ | 22,754 | \$ | 22,754 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 4 | BETTY & VIVIANA PIZZA, INC | 1945 | \$ | - | \$ | 8,514 | \$ | 8,514 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. Impact change |
| 5 | BRWNE DRUGS | 780 | \$ | - | \$ | 1,899 | \$ | 1,899 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. Primary charges |
| 6 | BROADWAY FURNITURE INC | 794 | \$ | - | \$ | 24,545 | \$ | 24,545 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. Vendor charges |
| 7 | BROADWAY FURNITURE INC | 800 | \$ | - | \$ | 1,178 | \$ | 1,178 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 8 | BROADWAY PRODUCTS | 1812 | \$ | - | \$ | 31,734 | \$ | 31,734 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 9 | BROADWAY PRODUCTS | 1894 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 10 | BROADWAY PRODUCTS | 1895 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 11 | BROADWAY PRODUCTS | 1896 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 12 | BROADWAY PRODUCTS | 1897 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 13 | BROADWAY PRODUCTS | 1898 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 14 | BROADWAY PRODUCTS | 1899 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 15 | BROADWAY PRODUCTS | 1900 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 16 | BROADWAY PRODUCTS | 1901 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 17 | BROADWAY PRODUCTS | 1902 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 18 | BROADWAY PRODUCTS | 1903 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 19 | BROADWAY PRODUCTS | 1904 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 20 | BROADWAY PRODUCTS | 1905 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 21 | BROADWAY PRODUCTS | 1906 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 22 | BROADWAY PRODUCTS | 1907 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 23 | BROADWAY PRODUCTS | 1908 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 24 | BROADWAY PRODUCTS | 1909 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 25 | BROADWAY PRODUCTS | 1910 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 26 | BROADWAY PRODUCTS | 1911 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 27 | BROADWAY PRODUCTS | 1912 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 28 | BROADWAY PRODUCTS | 1913 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 29 | BROADWAY PRODUCTS | 1914 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 30 | BROADWAY PRODUCTS | 1915 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 31 | BROADWAY PRODUCTS | 1916 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 32 | BROADWAY PRODUCTS | 1917 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 33 | BROADWAY PRODUCTS | 1918 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 34 | BROADWAY PRODUCTS | 1919 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 35 | BROADWAY PRODUCTS | 1920 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 36 | BROADWAY PRODUCTS | 1921 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 37 | BROADWAY PRODUCTS | 1922 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 38 | BROADWAY PRODUCTS | 1923 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 39 | BROADWAY PRODUCTS | 1924 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 40 | BROADWAY PRODUCTS | 1925 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 41 | BROADWAY PRODUCTS | 1926 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 42 | BROADWAY PRODUCTS | 1927 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 43 | BROADWAY PRODUCTS | 1928 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 44 | BROADWAY PRODUCTS | 1929 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 45 | BROADWAY PRODUCTS | 1930 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 46 | BROADWAY PRODUCTS | 1931 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 47 | BROADWAY PRODUCTS | 1932 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 48 | BROADWAY PRODUCTS | 1933 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 49 | BROADWAY PRODUCTS | 1934 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 50 | BROADWAY PRODUCTS | 1935 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 51 | BROADWAY PRODUCTS | 1936 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 52 | BROADWAY PRODUCTS | 1937 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 53 | BROADWAY PRODUCTS | 1938 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 54 | BROADWAY PRODUCTS | 1939 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |
| 55 | BROADWAY PRODUCTS | 1940 | \$ | - | \$ | 26,348 | \$ | 26,348 | \$ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Amounts differ per books and records. |

Rural/Metro Corporation, et al.
Multidebtor

| | Creditor Name | Remaining Claim Number | Claims to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|----|---|------------------------|-------------------------|------------|------------------------|-------------------------------|
| 1 | ADAMS, PAUL | 886 | 879 | 10/16/2013 | - | - |
| 2 | AEROPLEX AVIATION | 281 | 532 | 9/25/2013 | 5,315 | 5,315 |
| 3 | ANDERSON,SHIRLEY | 1483 | 1484 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 4 | AON HEWITT | 908 | 907 | 10/16/2013 | 17,284 | 17,284 |
| 5 | AZ- THE CITY OF GLENDALE, ARIZONA | 1467 | 1466 | 10/23/2013 | - | - |
| 6 | BISHOP, KENNETH DAVID | 488 | 693 | 9/30/2013 | 52 | 52 |
| 7 | BISHOP, KENNETH DAVID | 557 | 694 | 9/30/2013 | 140 | 140 |
| 8 | BLEVINS\RUTH BLEVINS, ESTATE OF TEDDY | 1064 | 1063 | 10/21/2013 | - | - |
| 9 | BLEVINS\RUTH BLEVINS, ESTATE OF TEDDY | 1064 | 1065 | 10/21/2013 | - | - |
| 10 | BLEVINS\RUTH BLEVINS, ESTATE OF TEDDY | 1064 | 1421 | 10/21/2013 | - | - |
| 11 | BRUNO,REGINALD | 1289 | 1290 | 10/22/2013 | 500,000 | 500,000 |
| 12 | BUCKLEY & KLEIN, LLP | 885 | 880 | 10/16/2013 | - | - |
| 13 | CARNEY, SEAN D. | 1388 | 1389 | 10/22/2013 | - | - |
| 14 | CARTER, SOLOMON | 887 | 878 | 10/16/2013 | - | - |
| 15 | CHAFIN, BARBARA W. & JAMES | 1414 | 248 | 10/23/2013 | 500,000 | 500,000 |
| 16 | CITY WIDE MAINTENANCE OF SOUTHERN AZ | 1167 | 61 | 10/21/2013 | 34,979 | 34,979 |
| 17 | CONIFER REVENUE CYCLE SOLUTIONS, LLC | 278 | 279 | 9/26/2013 | 388,641 | 388,641 |
| 18 | DEWBERRY, VANESSA | 888 | 877 | 10/16/2013 | - | - |
| 19 | DEWITT/ CAROL DEWITT,ESTATE OF RICHARD K. | 1066 | 1067 | 10/21/2013 | - | - |
| 20 | DEWITT/ CAROL DEWITT,ESTATE OF RICHARD K. | 1066 | 1068 | 10/21/2013 | - | - |
| 21 | DEWITT/ CAROL DEWITT,ESTATE OF RICHARD K. | 1066 | 1423 | 10/21/2013 | - | - |
| 22 | DIESEL SYSTEM SOLUTIONS, INC | 265 | 266 | 9/24/2013 | 149,272 | 149,272 |
| 23 | DIESEL SYSTEM SOLUTIONS, INC | 265 | 267 | 9/24/2013 | 149,272 | 149,272 |
| 24 | DIESEL SYSTEM SOLUTIONS, INC | 265 | 268 | 9/24/2013 | 149,272 | 149,272 |
| 25 | DIESEL SYSTEM SOLUTIONS, INC | 265 | 269 | 9/24/2013 | 149,272 | 149,272 |
| 26 | DIESEL SYSTEM SOLUTIONS, INC | 265 | 270 | 9/24/2013 | 149,272 | 149,272 |
| 27 | EARNHARDT FORD SALES INC | 734 | 1877 | 10/10/2013 | 24,565 | 24,565 |
| 28 | EARNHARDT FORD SALES INC | 734 | 1909 | 10/10/2013 | 24,565 | 24,565 |
| 29 | EMERG E DATA INC | 1600 | 1598 | 10/23/2013 | 39,624 | 39,624 |
| 30 | EMERG E DATA INC | 1600 | 1599 | 10/23/2013 | 39,624 | 39,624 |
| 31 | EPSTEIN,STEVEN B. | 1280 | 1281 | 10/22/2013 | - | - |
| 32 | FACILITIES MANAGEMENT SERVICES (FMS) | 157 | 309 | 9/4/2013 | 8,167 | 8,167 |
| 33 | FIELDS HOME CENTER | 273 | 710 | 9/24/2013 | 1,664 | 1,664 |
| 34 | FIRST WATCH SOLUTIONS, INC. | 1461 | 1449 | 10/23/2013 | 215,126 | 215,126 |
| 35 | FIRST WATCH SOLUTIONS, INC. | 1461 | 1450 | 10/23/2013 | 215,126 | 215,126 |
| 36 | FIRST WATCH SOLUTIONS, INC. | 1461 | 1451 | 10/23/2013 | 215,126 | 215,126 |
| 37 | FIRST WATCH SOLUTIONS, INC. | 1461 | 1452 | 10/23/2013 | 215,126 | 215,126 |
| 38 | FIRST WATCH SOLUTIONS, INC. | 1461 | 1453 | 10/23/2013 | 215,126 | 215,126 |

Rural/Metro Corporation, et al.
Multidebtor

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|---|------------------------|------------------------|------------|------------------------|-------------------------------|
| 39 FIRST WATCH SOLUTIONS, INC. | 1461 | 1454 | 10/23/2013 | 215,126 | 215,126 |
| 40 FIRST WATCH SOLUTIONS, INC. | 1461 | 1455 | 10/23/2013 | 215,126 | 215,126 |
| 41 FIRST WATCH SOLUTIONS, INC. | 1461 | 1456 | 10/23/2013 | 215,126 | 215,126 |
| 42 FIRST WATCH SOLUTIONS, INC. | 1461 | 1457 | 10/23/2013 | 215,126 | 215,126 |
| 43 FIRST WATCH SOLUTIONS, INC. | 1461 | 1458 | 10/23/2013 | 215,126 | 215,126 |
| 44 FIRST WATCH SOLUTIONS, INC. | 1461 | 1459 | 10/23/2013 | 215,126 | 215,126 |
| 45 FIRST WATCH SOLUTIONS, INC. | 1461 | 1460 | 10/23/2013 | 215,126 | 215,126 |
| 46 GIROURD, AMANDA | 1480 | 1481 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 47 GLOBAL AUTO GLASS | 20 | 342 | 8/13/2013 | 876 | 876 |
| 48 GOODWIN, PAUL K | 957 | 955 | 10/17/2013 | 2,000,000 | 2,000,000 |
| 49 GOODWIN, PAUL K | 957 | 956 | 10/17/2013 | 2,000,000 | 2,000,000 |
| 50 GREAT LAKES CHAPTER, AMERICAN ASSOCIATION OF | 642 | 588 | 10/7/2013 | 995 | 995 |
| 51 HARPER, LISA | 1477 | 1478 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 52 HEISEL SR, GEORGE T. | 1161 | 1176 | 10/21/2013 | 6,907 | 6,907 |
| 53 HENRY SCHEIN INC. | 1263 | 1242 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 54 HENRY SCHEIN INC. | 1263 | 1243 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 55 HENRY SCHEIN INC. | 1263 | 1244 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 56 HENRY SCHEIN INC. | 1263 | 1245 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 57 HENRY SCHEIN INC. | 1263 | 1246 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 58 HENRY SCHEIN INC. | 1263 | 1247 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 59 HENRY SCHEIN INC. | 1263 | 1248 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 60 HENRY SCHEIN INC. | 1263 | 1249 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 61 HENRY SCHEIN INC. | 1263 | 1250 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 62 HENRY SCHEIN INC. | 1263 | 1251 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 63 HENRY SCHEIN INC. | 1263 | 1252 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 64 HENRY SCHEIN INC. | 1263 | 1253 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 65 HENRY SCHEIN INC. | 1263 | 1254 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 66 HENRY SCHEIN INC. | 1263 | 1255 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 67 HENRY SCHEIN INC. | 1263 | 1256 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 68 HENRY SCHEIN INC. | 1263 | 1257 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 69 HENRY SCHEIN INC. | 1263 | 1258 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 70 HENRY SCHEIN INC. | 1263 | 1259 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 71 HENRY SCHEIN INC. | 1263 | 1260 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 72 HENRY SCHEIN INC. | 1263 | 1261 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 73 HENRY SCHEIN INC. | 1263 | 1262 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 74 HENRY SCHEIN INC. | 1263 | 1291 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 75 HENRY SCHEIN INC. | 1263 | 1292 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 76 HENRY SCHEIN INC. | 1263 | 1293 | 10/22/2013 | 1,432,961 | 1,432,961 |

Rural/Metro Corporation, et al.
Multidebtor

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|-----------------------|------------------------|------------------------|------------|------------------------|-------------------------------|
| 77 HENRY SCHEIN INC. | 1263 | 1294 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 78 HENRY SCHEIN INC. | 1263 | 1295 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 79 HENRY SCHEIN INC. | 1263 | 1296 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 80 HENRY SCHEIN INC. | 1263 | 1297 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 81 HENRY SCHEIN INC. | 1263 | 1298 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 82 HENRY SCHEIN INC. | 1263 | 1299 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 83 HENRY SCHEIN INC. | 1263 | 1300 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 84 HENRY SCHEIN INC. | 1263 | 1301 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 85 HENRY SCHEIN INC. | 1263 | 1302 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 86 HENRY SCHEIN INC. | 1263 | 1303 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 87 HENRY SCHEIN INC. | 1263 | 1304 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 88 HENRY SCHEIN INC. | 1263 | 1305 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 89 HENRY SCHEIN INC. | 1263 | 1306 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 90 HENRY SCHEIN INC. | 1263 | 1307 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 91 HENRY SCHEIN INC. | 1263 | 1308 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 92 HENRY SCHEIN INC. | 1263 | 1309 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 93 HENRY SCHEIN INC. | 1263 | 1310 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 94 HENRY SCHEIN INC. | 1263 | 1311 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 95 HENRY SCHEIN INC. | 1263 | 1312 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 96 HENRY SCHEIN INC. | 1263 | 1313 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 97 HENRY SCHEIN INC. | 1263 | 1314 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 98 HENRY SCHEIN INC. | 1263 | 1315 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 99 HENRY SCHEIN INC. | 1263 | 1336 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 100 HENRY SCHEIN INC. | 1263 | 1337 | 10/22/2013 | 1,432,961 | 1,432,961 |

Rural/Metro Corporation, et al.
Multidebtor

| | Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|----|--|------------------------|------------------------|------------|------------------------|-------------------------------|
| 1 | HENRY SCHEIN INC. | 1263 | 1338 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 2 | HENRY SCHEIN INC. | 1263 | 1339 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 3 | HENRY SCHEIN INC. | 1263 | 1340 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 4 | HENRY SCHEIN INC. | 1263 | 1341 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 5 | HENRY SCHEIN INC. | 1263 | 1342 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 6 | HENRY SCHEIN INC. | 1263 | 1343 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 7 | HENRY SCHEIN INC. | 1263 | 1344 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 8 | HENRY SCHEIN INC. | 1263 | 1345 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 9 | HENRY SCHEIN INC. | 1263 | 1346 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 10 | HENRY SCHEIN INC. | 1263 | 1347 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 11 | HENRY SCHEIN INC. | 1263 | 1348 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 12 | HENRY SCHEIN INC. | 1263 | 1349 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 13 | HENRY SCHEIN INC. | 1263 | 1350 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 14 | HENRY SCHEIN INC. | 1263 | 1351 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 15 | HENRY SCHEIN INC. | 1263 | 1352 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 16 | HENRY SCHEIN INC. | 1263 | 1353 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 17 | HENRY SCHEIN INC. | 1263 | 1354 | 10/22/2013 | 1,432,961 | 1,432,961 |
| 18 | HUBERT H. KELSO & SHARYEL GRAUL | 1060 | 1061 | 10/21/2013 | - | - |
| 19 | HUBERT H. KELSO & SHARYEL GRAUL | 1060 | 1422 | 10/21/2013 | - | - |
| 20 | INLAND KENWORTH (US), INC. | 65 | 64 | 8/26/2013 | 7,048 | 7,048 |
| 21 | INTERSTATE BATTERY SYSTEMS OF OMAHA | 234 | 308 | 9/17/2013 | 442 | 442 |
| 22 | KALEIDA HEALTH | 1371 | 1372 | 10/22/2013 | 8,400 | 8,400 |
| 23 | KALEIGH KAZIAL | 567 | 695 | 10/7/2013 | 1,500,000 | 1,500,000 |
| 24 | KEVANE, CHRISTOPHER | 1501 | 1489 | 10/23/2013 | 3,990,000 | 3,990,000 |
| 25 | LEWIS ROCA ROTHGERBER LLP | 1602 | 1601 | 10/23/2013 | 144,590 | 144,590 |
| 26 | LUU, ERIC C. | 1387 | 1386 | 10/22/2013 | - | - |
| 27 | MARTHA ANN CAREY, INDIVIDUALLY AND ON BEHALF | 1500 | 1474 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 28 | MARTHA ANN CAREY, INDIVIDUALLY AND ON BEHALF | 1500 | 1484 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 29 | MILLER, JAMES AARON MILLER & STEPHANIE | 1150 | 1149 | 10/21/2013 | 5,000,000 | 5,000,000 |
| 30 | MILLS, MELINDA | 1433 | 1434 | 10/23/2013 | 262,246 | 262,246 |
| 31 | MILLS, MELINDA | 1433 | 1435 | 10/23/2013 | 262,246 | 262,246 |
| 32 | MILLS, MELINDA | 1433 | 1436 | 10/23/2013 | 262,246 | 262,246 |
| 33 | MILLS, MELINDA | 1433 | 1437 | 10/23/2013 | 262,246 | 262,246 |
| 34 | MONETTE, MICHAEL | 883 | 882 | 10/16/2013 | - | - |
| 35 | MORGAN, LOUIE | 884 | 881 | 10/16/2013 | - | - |
| 36 | MOSLEY, NORMA | 892 | 893 | 10/16/2013 | - | - |
| 37 | MOSLEY, NORMA | 892 | 922 | 10/16/2013 | - | - |
| 38 | NOVUS WINDSHIELD REPAIR | 68 | 579 | 8/26/2013 | 265 | 265 |

Rural/Metro Corporation, et al.
Multidebtor

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed |
|-------------------------------------|------------------------|------------------------|------------|------------------------|------------------------|
| | | | | | Amount |
| 39 PELICAN SIGN SERVICE INC | 1442 | 48 | 10/23/2013 | 22,567 | 22,567 |
| 40 PEORIA OLIVE 101 LLC | 1606 | 1607 | 10/23/2013 | 2,902 | 2,902 |
| 41 PEORIA OLIVE 101 LLC | 1606 | 1608 | 10/23/2013 | 2,902 | 2,902 |
| 42 PUBLIC POLICY PARTNERS LLC | 1841 | 1840 | 1/2/2014 | 48,945 | 48,945 |
| 43 RASH, MARTIN S. | 1365 | 1364 | 10/22/2013 | - | - |
| 44 RDS ELECTRIC, INC. | 227 | 826 | 9/17/2013 | 2,219 | 2,219 |
| 45 SAXER, GERALD | 819 | 820 | 10/15/2013 | 300,000 | 300,000 |
| 46 SHAFER, JONATHAN | 1093 | 1094 | 10/21/2013 | 350,000 | 350,000 |
| 47 SMITH, GREGORY | 128 | 706 | 8/28/2013 | 150,000 | 150,000 |
| 48 STARWEST ASSOCIATES LLC | 1615 | 1611 | 10/23/2013 | 42,307 | 42,307 |
| 49 STARWEST ASSOCIATES LLC | 1615 | 1612 | 10/23/2013 | 42,307 | 42,307 |
| 50 STARWEST ASSOCIATES LLC | 1615 | 1613 | 10/23/2013 | 42,307 | 42,307 |
| 51 STARWEST ASSOCIATES LLC | 1615 | 1614 | 10/23/2013 | 42,307 | 42,307 |
| 52 STARWEST TECH LLC | 1610 | 1609 | 10/23/2013 | 48,248 | 48,248 |
| 53 TWEEDIE, JASON | 1017 | 1014 | 10/18/2013 | 250,000 | 250,000 |
| 54 TWEEDIE, JASON | 1017 | 1015 | 10/18/2013 | 250,000 | 250,000 |
| 55 TWEEDIE, JASON | 1017 | 1016 | 10/18/2013 | 250,000 | 250,000 |
| 56 TWEEDIE, JASON | 1017 | 1018 | 10/18/2013 | 250,000 | 250,000 |
| 57 TWEEDIE, JASON | 1017 | 1019 | 10/18/2013 | 250,000 | 250,000 |
| 58 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1502 | 10/23/2013 | - | - |
| 59 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1503 | 10/23/2013 | - | - |
| 60 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1504 | 10/23/2013 | - | - |
| 61 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1505 | 10/23/2013 | - | - |
| 62 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1506 | 10/23/2013 | - | - |
| 63 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1507 | 10/23/2013 | - | - |
| 64 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1508 | 10/23/2013 | - | - |
| 65 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1509 | 10/23/2013 | - | - |
| 66 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1510 | 10/23/2013 | - | - |
| 67 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1511 | 10/23/2013 | - | - |
| 68 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1512 | 10/23/2013 | - | - |
| 69 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1513 | 10/23/2013 | - | - |
| 70 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1514 | 10/23/2013 | - | - |
| 71 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1515 | 10/23/2013 | - | - |
| 72 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1516 | 10/23/2013 | - | - |
| 73 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1517 | 10/23/2013 | - | - |
| 74 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1518 | 10/23/2013 | - | - |
| 75 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1519 | 10/23/2013 | - | - |
| 76 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1520 | 10/23/2013 | - | - |

Rural/Metro Corporation, et al.
Multidebtor

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|--------------------------------------|------------------------|------------------------|------------|------------------------|-------------------------------|
| 77 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1521 | 10/23/2013 | - | - |
| 78 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1522 | 10/23/2013 | - | - |
| 79 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1523 | 10/23/2013 | - | - |
| 80 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1524 | 10/23/2013 | - | - |
| 81 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1525 | 10/23/2013 | - | - |
| 82 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1526 | 10/23/2013 | - | - |
| 83 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1548 | 10/23/2013 | - | - |
| 84 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1549 | 10/23/2013 | - | - |
| 85 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1550 | 10/23/2013 | - | - |
| 86 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1551 | 10/23/2013 | - | - |
| 87 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1552 | 10/23/2013 | - | - |
| 88 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1553 | 10/23/2013 | - | - |
| 89 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1554 | 10/23/2013 | - | - |
| 90 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1555 | 10/23/2013 | - | - |
| 91 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1556 | 10/23/2013 | - | - |
| 92 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1557 | 10/23/2013 | - | - |
| 93 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1558 | 10/23/2013 | - | - |
| 94 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1559 | 10/23/2013 | - | - |
| 95 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1560 | 10/23/2013 | - | - |
| 96 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1561 | 10/23/2013 | - | - |
| 97 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1563 | 10/23/2013 | - | - |
| 98 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1564 | 10/23/2013 | - | - |
| 99 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1565 | 10/23/2013 | - | - |
| 100 UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1566 | 10/23/2013 | - | - |

Rural/Metro Corporation, et al.
Multidebtor

| | Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|----|---|------------------------|------------------------|------------|------------------------|-------------------------------|
| 1 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1567 | 10/23/2013 | - | - |
| 2 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1568 | 10/23/2013 | - | - |
| 3 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1569 | 10/23/2013 | - | - |
| 4 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1570 | 10/23/2013 | - | - |
| 5 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1571 | 10/23/2013 | - | - |
| 6 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1572 | 10/23/2013 | - | - |
| 7 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1573 | 10/23/2013 | - | - |
| 8 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1574 | 10/23/2013 | - | - |
| 9 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1575 | 10/23/2013 | - | - |
| 10 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1576 | 10/23/2013 | - | - |
| 11 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1577 | 10/23/2013 | - | - |
| 12 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1578 | 10/23/2013 | - | - |
| 13 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1579 | 10/23/2013 | - | - |
| 14 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1580 | 10/23/2013 | - | - |
| 15 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1581 | 10/23/2013 | - | - |
| 16 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1582 | 10/23/2013 | - | - |
| 17 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1583 | 10/23/2013 | - | - |
| 18 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1584 | 10/23/2013 | - | - |
| 19 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1585 | 10/23/2013 | - | - |
| 20 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1586 | 10/23/2013 | - | - |
| 21 | UNIVERSAL AMERICAN CORP., ET. AL | 1562 | 1587 | 10/23/2013 | - | - |
| 22 | UNIVERSITY HOSPITALS HEALTH SYSTEMS, INC. | 257 | 275 | 9/23/2013 | 374,939 | 374,939 |
| 23 | VOGEL, BRIAN | 529 | 533 | 10/4/2013 | 250,000 | 250,000 |
| 24 | W.W. GRAINGER INC. | 540 | 518 | 10/4/2013 | 39,209 | 39,209 |
| 25 | W.W. GRAINGER INC. | 540 | 519 | 10/4/2013 | 39,209 | 39,209 |
| 26 | W.W. GRAINGER INC. | 540 | 520 | 10/4/2013 | 39,209 | 39,209 |
| 27 | W.W. GRAINGER INC. | 540 | 521 | 10/4/2013 | 39,209 | 39,209 |
| 28 | W.W. GRAINGER INC. | 540 | 538 | 10/4/2013 | 39,209 | 39,209 |
| 29 | W.W. GRAINGER INC. | 540 | 541 | 10/4/2013 | 39,209 | 39,209 |
| 30 | W.W. GRAINGER INC. | 540 | 542 | 10/4/2013 | 39,209 | 39,209 |
| 31 | W.W. GRAINGER INC. | 540 | 543 | 10/4/2013 | 39,209 | 39,209 |
| 32 | W.W. GRAINGER INC. | 540 | 544 | 10/4/2013 | 39,209 | 39,209 |
| 33 | W.W. GRAINGER INC. | 540 | 545 | 10/4/2013 | 39,209 | 39,209 |
| 34 | WALLMAN, RICHARD F. | 1104 | 1105 | 10/21/2013 | - | - |
| 35 | WISE, ALLEN F. | 1358 | 1359 | 10/22/2013 | - | - |

Rural/Metro Corporation, et al.
Duplicate

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|---|------------------------|------------------------|------------|------------------------|-------------------------------|
| 1 ACCOUNTING PRINCIPALS, INC. | 1823 | 1723 | 12/12/2013 | 39,879 | 39,879 |
| 2 ALL BATTERY SALES AND SERVICES, INC. | 378 | 564 | 9/30/2013 | 1,064 | 1,064 |
| 3 ANDERSON,SHIRLEY | 1483 | 1482 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 4 AZ- DEPARTMENT OF REVENUE | 284 | 260 | 9/24/2013 | 2,425 | 2,425 |
| 5 AZ- DEPARTMENT OF REVENUE | 285 | 259 | 9/24/2013 | 7,206 | 7,206 |
| 6 AZ-DEPARTMENT OF REVENUE | 334 | 261 | 9/24/2013 | 1,582 | 1,582 |
| 7 CHARIN, BARBARA W. & JAMES | 1414 | 274 | 10/23/2013 | 500,000 | 500,000 |
| 8 CITY OF GLENDALE, ARIZONA,THE | 1465 | 1463 | 10/23/2013 | - | - |
| 9 DUKE ENERGY INDIANA | 1627 | 1621 | 10/24/2013 | 1,448 | 1,448 |
| 10 DUKE ENERGY INDIANA | 1627 | 1622 | 10/24/2013 | 1,448 | 1,448 |
| 11 EARNHARDT'S GILBERT DODGE, INC. | 1910 | 1878 | 1/27/2014 | 275 | 275 |
| 12 EMCOR SERVICES | 1333 | 1629 | 10/22/2013 | 648 | 648 |
| 13 GIROURD, AMANDA | 1480 | 1479 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 14 GREAT LAKES CHAPTER, AMERICAN ASSOCIATION OF | 642 | 188 | 10/7/2013 | 995 | 995 |
| 15 GROSS, JAMES A. | 725 | 173 | 10/10/2013 | 2,281 | 2,281 |
| 16 HARPER, LISA | 1477 | 1476 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 17 HEALTHCARE COLLECTIONS, LLC. | 1913 | 328 | 1/27/2014 | 31,303 | 31,303 |
| 18 IAFF LOCAL 160 - SW AMB AZ | 1324 | 1321 | 10/22/2013 | - | - |
| 19 IAFF LOCAL 160 - SW AMB AZ | 1324 | 1322 | 10/22/2013 | - | - |
| 20 IAFF LOCAL 160 - SW AMB AZ | 1324 | 1323 | 10/22/2013 | - | - |
| 21 IAFF LOCAL 160 - SW AMB AZ | 1324 | 1320 | 10/22/2013 | - | - |
| 22 KNOX COUNTY HEALTH DEPARTMENT | 1059 | 1058 | 10/21/2013 | 3,250 | 3,250 |
| 23 LAWSON,JOHN | 1185 | 1177 | 10/22/2013 | 40 | 40 |
| 24 LAWSON,JOHN | 1185 | 1178 | 10/22/2013 | 40 | 40 |
| 25 LAWSON,JOHN | 1185 | 1179 | 10/22/2013 | 40 | 40 |
| 26 LAWSON,JOHN | 1185 | 1180 | 10/22/2013 | 40 | 40 |
| 27 LAWSON,JOHN | 1185 | 1181 | 10/22/2013 | 40 | 40 |
| 28 LAWSON,JOHN | 1185 | 1182 | 10/22/2013 | 40 | 40 |
| 29 LAWSON,JOHN | 1185 | 1183 | 10/22/2013 | 40 | 40 |
| 30 LAWSON,JOHN | 1185 | 1184 | 10/22/2013 | 40 | 40 |
| 31 LEISTER SOLUTIONS, LLC | 355 | 356 | 9/30/2013 | 12,545 | 12,545 |
| 32 LEISTER SOLUTIONS, LLC | 354 | 353 | 9/30/2013 | 7,725 | 7,725 |
| 33 LENHARTS ACE HARDWARE | 1143 | 1130 | 10/21/2013 | 1,753 | 1,752 |
| 34 LOIS SWIERSKI | 1074 | 1072 | 10/21/2013 | 5,000,000 | 5,000,000 |
| 35 M & M MOBILE CAR WASH AND DETAIL | 951 | 951 | 10/17/2013 | 13,910 | 13,910 |
| 36 MARTHA ANN CAREY, INDIVIDUALLY AND ON BEHALF | 1500 | 1482 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 37 MARTHA ANN CAREY, INDIVIDUALLY AND ON BEHALF | 1500 | 1483 | 10/23/2013 | 7,000,000 | 7,000,000 |
| 38 MARTHA ANN CAREY, INDIVIDUALLY AND ON BEHALF | 1500 | 1475 | 10/23/2013 | 7,000,000 | 7,000,000 |

| | | | | | |
|-----------------------------------|------|------|------------|---------|--------|
| 39 MCDONALD, GLEN | 964 | 960 | 10/18/2013 | 45 | 45 |
| 40 MCDONALD, GLEN | 964 | 961 | 10/18/2013 | 45 | 45 |
| 41 MCDONALD, GLEN | 964 | 962 | 10/18/2013 | 45 | 45 |
| 42 MCDONALD, GLEN | 964 | 963 | 10/18/2013 | 45 | 45 |
| 43 PARR PUBLIC SAFETY EQUIPMENT | 1147 | 1136 | 10/21/2013 | 451 | 451 |
| 44 RUTAN & TUCKER LLP | 1441 | 359 | 10/23/2013 | 926 | 926 |
| 45 SAXUM STRATEGIC COMMUNICATIONS | 460 | 440 | 10/1/2013 | 20,674 | 20,674 |
| 46 SLATTERY, CARMEN | 172 | 715 | 9/9/2013 | - | - |
| 47 SNOHOMISH COUNTY PUD #1 | 507 | 122 | 10/3/2013 | 6,351 | 6,351 |
| 48 STARWEST ASSOCIATES, LLC | 1952 | 1615 | 10/23/2013 | 216,062 | 42,307 |
| 49 STARWEST ASSOCIATES, LLC | 1952 | 1951 | 1/30/2014 | 216,062 | 22,586 |
| 50 TOUGH GUY AUTO SUPPLY | 1396 | 1623 | 10/22/2013 | 1,487 | 1,487 |
| 51 WALNUT CREEK FORD, INC. | 537 | 9 | 10/3/2013 | 17,641 | 17,641 |
| 52 WILLIAMS, SHANIA | 1908 | 584 | 1/22/2014 | 75,000 | 75,000 |
| 53 YARBROUGH, RICHARD | 760 | 283 | 10/8/2013 | - | - |

**Rural/Metro Corporation, et al.
Consolidated**

| Creditor Name | Remaining Claim Number | Claim to be Disallowed | Date Filed | Remaining Claim Amount | Claim to be Disallowed Amount |
|--------------------------------------|------------------------|------------------------|------------|------------------------|-------------------------------|
| 1 BRADSHAW CONSULTING SERVICES, INC. | 1117 | 1118 | 10/21/2013 | 61,700 | 13,450 |
| 2 BRADSHAW CONSULTING SERVICES, INC. | 1117 | 1116 | 10/21/2013 | 61,700 | 48,250 |
| 3 DRAKE EQUIPMENT OF ARIZONA | 438 | 240 | 10/1/2013 | 29,186 | 8,409 |
| 4 DRAKE EQUIPMENT OF ARIZONA | 438 | 280 | 10/1/2013 | 29,186 | 8,409 |
| 5 DRAKE EQUIPMENT OF ARIZONA | 438 | 434 | 10/1/2013 | 29,186 | 8,409 |
| 6 PAC COMMUNICATIONS | 1543 | 1700 | 10/23/2013 | 48,483 | 17,432 |
| 7 ROLLINS, BARBARA | 1971 | 1794 | 12/10/2013 | 25,000 | - |
| 8 SQUIRE SANDERS (US) LLP | 1533 | 1530 | 10/23/2013 | 455,376 | 207,065 |
| 9 SQUIRE SANDERS (US) LLP | 1533 | 1531 | 10/23/2013 | 455,376 | 207,065 |
| 10 SQUIRE SANDERS (US) LLP | 1533 | 1532 | 10/23/2013 | 455,376 | 248,311 |

FIRST AMENDMENT TO AGENCY AGREEMENT

This FIRST AMENDMENT TO AGENCY AGREEMENT (this "Amendment") is made as of March 13, 2014, by and among Gordon Brothers Commercial & Industrial, LLC a Delaware limited liability company ("Agent"), Green Field Energy Services, Inc., a Delaware corporation (the "Company"), Hub City Tools, Inc., a Louisiana corporation ("Hub City"), and Proppant One, Inc., a Delaware corporation ("Proppant One") and together with the Company and Hub City, the "Sellers").

WITNESSETH:

WHEREAS, on October 27, 2013, the Sellers filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code, and such bankruptcy petitions are pending in the United States Bankruptcy Court for the District of Delaware before the Honorable Kevin Gross and are jointly administered under Case No. 13-12783 (the "Chapter 11 Cases");

WHEREAS, Agent and Sellers entered into that certain Agency Agreement, dated as of February 7, 2014 (as amended, supplemented or otherwise modified, the "Agency Agreement");

WHEREAS, Nations Fund I, Inc. ("Nations") is a secured creditor of Sellers in the Chapter 11 Cases, and Sellers and Agent desire for the aggregate amount of the outstanding secured claim of Nations (including postpetition fees, interest and expenses) as provided in the Approval Order in the amount of \$5,650,000 (the "Nations Claim Amount") to be paid directly to Nations by Agent on behalf of the Sellers pursuant to the Agency Agreement;

WHEREAS, Ford Motor Credit Company LLC ("Ford") is a secured creditor of Sellers in the Chapter 11 Cases, and Sellers and Agent desire for the aggregate amount of the outstanding secured claim of Ford (including postpetition fees, interest and expenses) as provided in the Approval Order in the amount of \$1,253,657 (the "Ford Claim Amount") to be paid directly to Ford by Agent on behalf of the Sellers pursuant to the Agency Agreement; and

WHEREAS, Agent and Sellers wish to amend the Agency Agreement to provide for payment of the Nations Claim Amount directly to Nations and the Ford Claim Amount directly to Ford, as more specifically provided herein.

NOW, THEREFORE, in consideration of the recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Agency Agreement.

2. Amendments to the Agency Agreement.

a. The Recitals of the Agency Agreement are hereby amended to insert the following recitals as the third and fourth recitals immediately following the second recital:

“WHEREAS, Nations Fund I, Inc. (“Nations”) is a secured creditor of Sellers in the Chapter 11 Cases, and Sellers and Agent desire for the aggregate amount of the outstanding secured claim of Nations (including postpetition fees, interest and expenses) as provided in the Approval Order in the amount of \$5,650,000 (the “Nations Claim Amount”) to be paid directly to Nations by Agent on behalf of the Sellers pursuant to this Agreement.

WHEREAS, Ford Motor Credit Company LLC (“Ford”) is a secured creditor of Sellers in the Chapter 11 Cases, and Sellers and Agent desire for the aggregate amount of the outstanding secured claim of Ford (including postpetition fees, interest and expenses) as provided in the Approval Order in the amount of \$1,253,657 (the “Ford Claim Amount”) to be paid directly to Ford by Agent on behalf of the Sellers pursuant to the Agency Agreement.”

b. Section 1.1 of the Agency Agreement is hereby amended by inserting the following defined terms, to be added in their appropriate alphabetical placement:

| <u>“Defined Term</u> | <u>Section Reference</u> |
|----------------------|--------------------------|
| Ford | Recitals |
| Ford Claim Amount | Recitals |
| Nations | Recitals |
| Nations Claim Amount | Recitals” |

c. Section 5.1 of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

“Guaranteed Amount. Except as provided in Sections 6 and 14.6 hereof, as a guaranty of the Agent’s performance hereunder, the Agent guarantees to the Sellers that the Proceeds of the Sale shall equal or exceed Fifty Million United States dollars (\$50,000,000) (the “Guaranteed Amount”), and in the event that the Proceeds from the Sale (including any amounts paid with respect to the Nations Claim Amount and the Ford Claim Amount) together with the Initial Guaranty Payment (collectively, the “Seller Receipts”) do not exceed the Guaranteed Amount, the Agent shall pay to the Sellers the difference between the aggregate amount of such Seller Receipts (including any amounts paid with respect to the Nations Claim Amount and the Ford Claim Amount) and the Guaranteed Amount (collectively, the “Unpaid Balance”); provided, however, that if any of the Nations Claim Amount or the Ford Claim Amount is not paid in full from the Proceeds of the Sale or by Sellers directly, the Agent shall first pay directly to Nations the unpaid portion of the Nations Claim Amount and to Ford the unpaid portion of the Ford Claim Amount prior to the payment of the remainder of the Unpaid Balance to the Sellers pursuant to Section 5.3(b). Subject to the satisfaction of the conditions precedent set forth in Section 11, the Agent shall pay to the Sellers the Guaranteed Amount, to Nations the Nations Claim Amount and to Ford the Ford Claim Amount in the manner and at the times specified in Section 5.5 below. For the avoidance of any doubt, (i) in no event will the Agent pay to the Sellers, Nations and Ford more than Fifty Million United States dollars

(\$50,000,000) in the aggregate unless and to the extent that the Sale Proceeds exceed Fifty Million United States dollars (\$50,000,000), including without limitation if the Sale Proceeds for any reason do not exceed Fifty Million United States dollars (\$50,000,000), and (ii) the Agent is not liable under this Agreement for any failure to obtain value from the Sale except to the extent of the Guaranteed Amount. In addition, the parties acknowledge and agree that the payments which Agent has agreed to remit to Nations and Ford hereunder are being made on behalf of Sellers and in satisfaction of Sellers' obligations to pay the Nations Claim Amount to Nations and the Ford Claim Amount to Ford, and nothing contained herein shall create an independent payment obligation of Agent to Nations or Ford."

d. Subsections (a), (b) and (c) of Section 5.2 and Section 11(g) of the Agency Agreement are each hereby amended to replace the references therein to "March 15, 2014" with "March 18, 2014".

e. Section 5.3(b) of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Subject to the satisfaction of the conditions precedent set forth in Section 11, the Unpaid Balance of the Guaranteed Amount shall be paid to the Sellers on the earlier of (i) the date of the issuance of a confirmation order in the Chapter 11 Cases and (ii) the date which is forty-five (45) days after the Sale Commencement Date; *provided, however*, that if any of the Nations Claim Amount or the Ford Claim Amount is not paid in full from the Proceeds of the Sale or by Sellers directly on or prior to such payment date, the Agent shall first pay directly to Nations the unpaid portion of the Nations Claim Amount and to Ford the unpaid portion of the Ford Claim Amount prior to (and out of) the payment to the Sellers of the Unpaid Balance."

f. Section 5.4(a) of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

"(a) First, (i) all aggregate Proceeds of the Sale shall be paid to Nations until Nations has received an aggregate amount equal to the Nations Claim Amount from the payments to Nations (as applicable) (A) out of the Unpaid Balance pursuant to Section 5.3(b) hereof; (B) of amounts payable under this clause First; and (C) from Sellers directly as contemplated by Section 5.5(d); (ii) after payment in full of the Nations Claim Amount, all Proceeds of the Sale shall be paid to Ford until Ford has received an aggregate amount equal to the Ford Claim Amount from the payments to Ford (as applicable) (A) out of the Unpaid Balance pursuant to Section 5.3(b) hereof; (B) of amounts payable under this clause First; and (C) from Sellers directly as contemplated by Section 5.5(d); and (iii) after payment in full of the Nations Claim Amount and the Ford Claim Amount, all Proceeds of the Sale shall be paid to the Sellers until Nations, Ford and the Sellers have received an aggregate amount of Fifty Million dollars (\$50,000,000) from (A) the payments to the Sellers (as applicable) of the Initial Guaranty Payment, the

Unpaid Balance and amounts payable under this clause First; (B) the payment to Nations of the Nations Claim Amount; and (C) the payment to Ford of the Ford Claim Amount; it being agreed, for the avoidance of doubt, that the aggregate amount payable to the Sellers, Nations and Ford from the payments of the Initial Guaranty Payment, the Unpaid Balance, amounts payable under this clause First, the payments to Nations by Agent (if any) and the payments to Ford by Agent (if any) shall be Fifty Million dollars (\$50,000,000);”

g. Section 5.4(c) of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

“(c) Third, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Second above shall be paid to the Agent until the Agent has been repaid in full for the Agent’s payments (if any) pursuant to Section 5.3(b) to the Sellers, Nations or Ford (as applicable) of the Unpaid Balance;”

h. Section 5.4(d) of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

“(d) Fourth, all aggregate Proceeds of the Sale after payment in full of amounts payable under clause Third above shall be paid to the Sellers until Nations, Ford and the Sellers have received an aggregate amount of Sixty-Seven Million Five Hundred Thousand United States dollars (\$67,500,000) from the payments to the Sellers, Nations and Ford (as applicable) of the Initial Guaranty Payment, the Unpaid Balance, amounts payable under clause First hereof and amounts payable under this clause Fourth;”

i. Section 5.5 of the Agency Agreement is hereby amended by inserting the following as a new Section 5.5(d) immediately following Section 5.5(c):

“(d) Any Proceeds due and owing to Nations pursuant to Section 5.4 hereof in respect of the Nations Claim Amount shall be paid by the Agent in increments of \$500,000 (or the remaining outstanding amount of the Nations Claim Amount, if less than \$500,000) by wire transfer of immediately available funds to an account designated by Nations. Such payments shall be made promptly, but no later than one (1) Business Day following the acceptance by the Sellers of the reconciliations described in Sections 5.6(a) and 5.6(b) hereof and the collection of incremental Proceeds of \$500,000 (or such lesser outstanding amount). Any Proceeds due and owing to Ford pursuant to Section 5.4 hereof in respect of the Ford Claim Amount shall be paid by the Agent in increments of \$100,000 (or the remaining outstanding amount of the Ford Claim Amount, if less than \$100,000) by wire transfer of immediately available funds to an account designated by Ford. Such payments shall be made promptly, but no later than one (1) Business Day following the acceptance by the Sellers of the reconciliations described in Sections 5.6(a) and 5.6(b) hereof and the collection of incremental Proceeds of \$100,000 (or such lesser outstanding amount). The foregoing notwithstanding, full payment of (i) the outstanding amount of the Nations Claim Amount and (ii)

the entire Ford Claim Amount shall be due no later than the date by which the Unpaid Balance is required to be paid pursuant to, and in accordance with, Section 5.3(b); *provided*, that nothing herein shall prevent or prohibit the Sellers from paying all or any portion of the Nations Claim Amount directly to Nations or the Ford Claim Amount directly to Ford at any time from any source of funds otherwise available to the Sellers. To the extent the Sellers make any such payment to Nations or Ford in satisfaction of any portion of the Nations Claim Amount or the Ford Claim Amount, respectively, the Sellers shall promptly notify Agent of the amount of such payment, and any such payments shall constitute a reduction to the amount of the Nations Claim Amount and the Ford Claim Amount (as applicable) for all purposes of this Agreement and all obligations of Agent hereunder to remit any payment to Nations and/or Ford on behalf of Sellers shall be offset, dollar-for-dollar, to account for such payment made by the Sellers.”

j. Section 6.4 of the Agency Agreement is hereby amended by replacing clause (b) in the first sentence thereof with the following new clause (b):

“(b) fifty percent (50%) of the balance of the aggregate Asset Impairment Value shall reduce the Guaranteed Amount on a dollar for dollar basis by reducing the amount payable to the Sellers, Nations and Ford under Section 5.3(b) and/or 5.4(a).”

k. Section 8.2 of the Agency Agreement is hereby amended by replacing the words “disbursement of amounts payable to the Agent or Sellers hereunder” in the first sentence thereof with the words “disbursement of amounts payable to the Agent, Sellers or Nations hereunder”.

l. Section 14.6 of the Agency Agreement is hereby amended by replacing the words “paid to the Sellers pursuant to Section 5.4(a)” in clauses (a) and (c) in the second sentence thereof with the words “paid to the Sellers, Nations and Ford pursuant to Section 5.4(a)”.

3. Miscellaneous.

a. Governing Law; Venue. This Amendment shall be governed and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof except where governed by the Bankruptcy Code. Any action, claim, suit or legal proceeding arising out of, based upon or relating to this Amendment shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in accordance with the terms of Section 18.2 of the Agency Agreement.

b. Entire Agreement. The Agency Agreement, as amended hereby, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

c. No Other Amendments. Except as expressly modified hereby, the Agency Agreement shall remain in full force and effect.

d. No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party.

e. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon Agent and Sellers, and their respective successors and assigns.

f. Execution in Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. This Amendment may be executed by facsimile, and such facsimile signature shall be treated as an original signature hereunder.

g. Section Headings. The headings of sections of this Amendment are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

* * * * *

IN WITNESS WHEREOF, each party has caused this Amendment to be duly executed in its name by its duly authorized officer as of the day and year first above written.

AGENT:

GORDON BROTHERS
COMMERCIAL & INDUSTRIAL, LLC

By: Robert M. Himmel
Name: Himmel
Title: Co-President
Digitally signed by Robert M. Himmel
DN: cn=Robert M. Himmel, o=Gordon Brothers Group, LLC, ou, email=himmel@gordonbrothers.com, c=US
Date: 2014.03.13 20:24:15 -04'00'

SELLERS:

GREEN FIELD ENERGY SERVICES, INC.

By: [Signature]
Name: Gary Barton
Title: Deputy CEO

HUB CITY TOOLS, INC.

By: [Signature]
Name: Gary Barton
Title: Deputy CEO

PROPPANT ONE, INC.

By: [Signature]
Name: Gary Barton
Title: Deputy CEO