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**COUNSEL FOR DEBTORS AND  
DEBTORS IN POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>HI-WAY EQUIPMENT COMPANY LLC, HI-WAY HOLDINGS LLC and HWE REAL ESTATE LLC,</b>	§	<b>Case No. 13-41498-RFN-11</b>
	§	
	§	<b>(Jointly Administered)</b>
	§	
<b>Debtors.</b>	§	

**STIPULATION TO CONTINUE USE OF CASH COLLATERAL**

Hi-Way Equipment Company LLC (“**Hi-Way Equipment**”), Hi-Way Holdings LLC (“**Hi-Way Holdings**”), and HWE Real Estate LLC (“**HWE**”), the debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”), and Comvest Investment Partners III, LLC (“**Comvest**,”) hereby agree and stipulate as follows:

1. On April 2, 2013, the Debtors filed their *Emergency Motion for Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507: (1) Approving Postpetition Financing, (2) Authorizing Use of Cash Collateral, (3) Granting Liens and Providing Superpriority Administrative Expense Status, (4) Granting Adequate Protection, (5) Modifying Automatic Stay and (6) Scheduling a Final Hearing* [Docket No. 25] (the “**DIP/Cash Collateral**”

**Motion**”) requesting, *inter alia*, Court authorization to use cash collateral as defined in section 363 of the Bankruptcy Code<sup>1</sup> (“**Cash Collateral**”).

2. On April 24, 2013, the Court entered its *Joint Stipulation and Agreed Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (1) Approving Postpetition Financing, (2) Authorizing Use of Cash Collateral, (3) Granting Liens and Providing Superpriority Administrative Expense Status, (4) Granting Adequate Protection, and (5) Modifying Automatic Stay* [Docket No. 128] (the “**DIP/Cash Collateral Order**”) authorizing the Debtors to enter into a debtor in possession financing agreement with CNH Capital America LLC (“**CNH**”) to use Cash Collateral until the earlier of the “Maturity Date (as defined in the DIP Loan Documents) or the Termination Date.” See Cash Collateral Order ¶ 14. Pursuant to the DIP Loan Documents (as defined in the Cash Collateral Order), the Maturity Date was “the earliest to occur of: (i) May 10, 2013, or such other date as may be subsequently agreed to in writing between Lender and Debtor Parties, (ii) the date the Sale Transaction is consummated....” See Debtor in Possession Credit and Security Agreement ¶ 2.1(b).

3. On May 10, 2013 (the “**Closing Date**”), the Debtors closed the sale of substantially all of their assets to Associated Supply Company, Inc. (“**Asco**”). On the Closing Date, the Debtors paid outstanding real property taxes of HWE, paid the secured claims of certain secured creditors, segregated the proceeds attributable to certain secured creditors’ collateral, and segregated the proceeds necessary to satisfy certain outstanding *ad valorem* taxes.<sup>2</sup> After payments of certain secured claims and the real property taxes, the Debtors had

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<sup>1</sup> References to the Bankruptcy Code mean 11 U.S.C. §§ 101, *et seq.*

<sup>2</sup> Pursuant to the *Order Approving Motion for Order(s) Approving/Authorizing (a) Sale(s) of Certain or Substantially All of the Estates’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests and (b) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale(s)* [Docket No. 187], the Debtors were authorized to distribute the sales proceeds to the respective secured creditors, to the extent the proceeds received were attributable to their respective collateral, or to segregate such proceeds pending final calculation of amounts due. Once final calculations are determined, the Debtors will distribute the segregated sales proceeds to the applicable secured creditors. The Debtors anticipate filing a Notice with the Court

\$4,583,114 in cash from the sale proceeds, and operations of their businesses. Of this amount, \$968,434 has been segregated for various secured lenders of Hi-Way Equipment, \$103,024 has been segregated for *ad valorem* taxes, and \$2,167,410 has been segregated from the sale of HWE's real property.

4. Approximately \$1,344,246 in unsegregated cash remains. This remaining cash is subject to the remaining liens of Comvest and constitutes Comvest's cash collateral ("**Comvest Cash Collateral**"). Since the Closing Date, Comvest has authorized the Debtors to use the Comvest Cash Collateral.

5. Following the sale, the Debtors are proceeding to formulate a plan of liquidation to wind down the Debtors and make final distributions. Comvest has stipulated to the Debtors' use of Comvest Cash Collateral pursuant to the amount set forth in the Budget attached hereto as **Exhibit A**, subject to further updates and modifications as agreed to by Comvest and the Debtors.

Agreed to by:

/s/ Virgil Ochoa  
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Virgil Ochoa (TX 24070358)  
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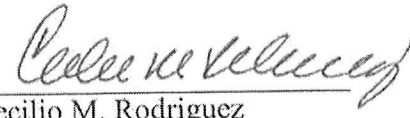
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IN POSSESSION**

and

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with a full accounting of the secured creditors and taxing authorities paid from the sales proceeds once all calculations are finalized and agreed to by the parties.

**COMVEST INVESTMENT PARTNERS III,  
LLC**

By: 

Name: Cecilio M. Rodriguez

Its: Chief Financial Officer

**EXHIBIT A**

