

Letterhead Spacing

ASSET PURCHASE AGREEMENT RETAIL STORE

day of, 2014, by and b	etween	
	("Purchaser")	and
Truck Stop, Inc. ("Seller").		
WITNESSETH:		
WHEREAS, Seller presently operates convenie locations (the "Stores") and is in the process of property comprising certain of its Stores; and		
WHEREAS, Purchaser desires to purchase from S		Purchaser,
WHEREAS, Purchaser desires to purchase from S the location having an address of		Purchaser, and being
the location having an address of more particularly described in this Agreement ar related personal property used to operate the inventory which is owned by Seller and now sit	nd Schedule 1.1(a) (the "Location e Location, and the fuel and r	and being n"), and the nerchandise
more particularly described in this Agreement ar	nd Schedule 1.1(a) (the "Location to Location, and the fuel and representation, subject to premises and the mutual representation.	and being n"), and the merchandise terms and esentations,

1.1 Assets to be Sold. On the terms and subject to the conditions set forth in this Agreement,

at Closing, Seller shall sell, transfer and assign to Purchaser, and Purchaser shall purchase

and receive from Seller, all of Seller's right, title and interest in and to the following properties,

assets and rights (except the Excluded Assets as hereinafter defined) related to or used or

I. PURCHASE AND SALE OF ASSETS

5. INFRINGEMENT INDEMNITY

Company will defend and indemnify Customer against a claim that the Equipment infringes a [COUNTRY] copyright or patent, provided that: (a) Customer notifies Company in writing within 30 days of the claim; (b) Company has sole control of the defense and all related settlement negotiations; and (c) Customer provides Company with the assistance, information and authority necessary to perform Company's obligations under this Section. Reasonable out of pocket expenses incurred by Customer in providing such assistance will be reimbursed by Company. Company shall have no liability for any claim of infringement based on use of Equipment altered by Customer in the event the Equipment is held or is believed by Company to infringe, Company shall have the option, at its expense, to (a) modify the Equipment to be noninfringing; (b) obtain for Customer a license to continue using the Equipment; or (c) refund the fees paid for the Equipment. This Section 5 states Company's entire liability and Customer's exclusive remedy for infringement, misappropriation or related claims.

6. DISCLAIMERS AND WARRANTY

Company warrants to the original purchaser of Equipment that for the Warranty Period (as defined below), the Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Equipment in accordance with installation instructions and the operating manual supplied to Customer Warranty claims must be made by Customer in writing within [NUMBER] days of the manifestation of a problem. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the Equipment and to refund the purchase price to Customer

- A. The "Warranty Period" begins on the date the Equipment is delivered and continues for [NUMBER] months.
- Any repairs under this warranty must be conducted by an authorized Company service representative.
- C. Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Equipment or its components.
- D. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment except as set forth herein.
- E. THE INDEMNITY IN SECTION 5 AND WARRANTY IN SECTION 6(a) ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. NONDISCLOSURE

By virtue of this Agreement, Customer may have access to information that is confidential to Company ("Confidential information"). Confidential information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Equipment and all information clearly identified as confidential. Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Customer; (b) was in the Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (d) is independently developed by Customer Customer agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Customer agrees, that

Equipment Bill of Sale Form

Date:	
This form represents a legal document {He	reinafter referred to as the "Bill of Sale")
for the transfer of any type of equipment (heavy, farm, etc.) between:
Buyer's Name(s):	
Buyer's Mailing Address:	State:
Seller's Name(s):	
Seller's Mailing Address:	State:
Hereinafter referred to as {"the Parties"}	
I. Equipment Description. The equipmen	t that is to be transferred in this Bill of
Sale is described as:	
• Year	
• Make	
Model	
Serial Number (S/N)	
Other	
Other II. Purchase Price. The total amount for t	

	USED EQUIPMENT SALES AGREEMENT For Use Core with Golddustry Sales
	USED EQUIPMENT SALES AGREEMENT ("Agreement"), entered into this day of a between ALCOA INC., a Permayleania corporation ("Seller"), and a corporation ("Buyer").
•	Used Equipment Sold; Price. Solier agrees to sell and Buyer agrees to buy the following used materials or equipment (individually or collectively referred to as the "Used Equipment") in the quantities and at the prices (the "Purchase Price") taled on Exhibit "A" (sales invoice #
1	Description of the Used Equipment. The description of the Used Equipment is based on the best information available to the responsible sales personnel of Saler. Saler, however, makes no warranty, express or implied, as to the description of any of the Used Equipment, except as expressly set forth otherwise in this Agreement.
1	Terms of Payment: Payment of the Purchase Price must be made in full witten ten (10) days after the execution of this Agreement for all Used Equipment purchased by Buyer. Payment must be received by Seller before Used Equipment is removed from the plant site.
4	Delivery: Unless otherwise specified, the purchase of Used Equipment will be F.O.B. Seller's tocation. Costs of preparing and loading will be at the expense of Suyer. Buyer must give Seller's representative five (5) days prior written notice before entering Seller's promises to load Used Equipment or to perform dismanding work in accordance with Section 7. Seller may dainy Buyer

- days. 71.00
- eru: access to the premises if such notice has not been given.
- Removal. Removal shall be at the sole expense, liability and risk of the Buyer. Purchases can be removed only on presentation of the original bill of sale and only after the Suyer has signed and naturned a copy of this Used Equipment Sales Agreement and paid all emounts due in connection therewith, including but not limited to any applicable sales taxes. Upon failure of the fluyer to remove any flam or lot within the time period posted or announced at the Auction, the Seller shall have the option of removing and storing such items or lots at the sole expense and risk of the Buyer or deeming all deposits or portial payments as having been forfeited by the Buyer, in which case the Seller may resell (without notice) at public sale or otherwise dispose of such items or lots at the sole risk and expense of the Buyer. The Buyer shall remain liable for fees, expense and damages arising from any default by the Buyer.
- Title and Risk of Loss. Title to and risk of loss or damage to all Used Equipment purchased by Buyer will pass to Buyer upon Selfer's delivery to Buyer, Buyer's agent or Buyer's carrier at Seller's plant. If diamenting or other work is to be performed in accordance with Section 7 of this Agreement, all risk will pass as set forth in that Section.

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- If this sale is contingent upon Buyer performing demantting or other work on property owned or controlled by Seller, Buyer will maintain and, prior to starting any work on Seller's property. provide Seler with written certification of
 - Withter's Compensation Insurance or qualification as a self-insurer to satisfy the large of the state in which the work is being done. Super's Worker's Compensation Insurer or Buyer, if self-insured, agrees to waive rights of subrogation against Seller except for claims caused by Seller's sole negligence;
 - Employers' Lisbility Insurance for Bodily Injury per accident with limits of not less than \$1,000,000 and Beddy Injury by Disease with Irrits of not less than \$1,000,000 per policy.
 - Commercial General Liability Insurance for personal injury and property demaga. including contractual liability insurance, with combined limits of not less than \$5,000,000. per occurrence, and
 - Automobile Liability Insurance for personal injury and property damage, with combined firmits of not less than \$5,000,000 per occurrence.

Home Purchase and Sale Agreement

Aller and The same and a second		AGREEMENT ("Agree		, 20 is made
between		("Suver") on the follow	ing terms:	
		() /		
			ll the following land with ng to the land ("Property"	20 State Complete Com
Street				
Address				
City:		Co	unty:	Zip
Code:	, Multip	le Listing #:	, and being more	
Lot:		Block:	Un	it
	tion:		of such county	Subdivision, as
			e Property is: S that at closing it will	
complete the	purchase.			
Buyer (B	purchase. uyer Initials) order to complete th	does of	does not have real necks "does not," the fail armest money if a loan is	ure to sell, lease or close
Buyer (Be close in o on other partially valid	purchase. uyer Initials) order to complete the property will not be SING DATE. The wever, that if any local	does or e purchase. If Buyer ch grounds for refund of e is transaction will be an described in paragra ner Buyer or Seller may	does not have real necks "does not," the fail armest money if a loan is	property to sell, lease or ure to sell, lease or close denied. 20
Buyer (Be close in o on other partially valid closing date s	purchase. uyer Initials) order to complete the property will not be SING DATE. The wever, that if any locations, either the complete objections, either the complete objections and the complete objections.	does or e purchase. If Buyer ch grounds for refund of e is transaction will be an described in paragra ner Buyer or Seller may	does not have real necks "does not," the fail armest money if a loan is closed on or before ph 4 cannot be closed by y, by written notice to the	property to sell, lease or ure to sell, lease or close denied.

MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION. EQUIPMENT PURCHASE AGREEMENT This Equipment Purchase

Agreement (this "Agreement") is executed on the dates set forth below, but effective as of July 8, 2011 between Hub City Industries, L.L.C. (hereinafter "HCI"), a Louisiana limited liability company whose mailing address for purposes hereof is 500 Dover Blvd., Suite 100, Lafayette, Louisiana 70503, and Marine Turbine Technologies, L.L.C.,

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(hereinafter "MTT"), a Louisiana limited liability company whose mailing address for purposes hereof is 298 Louisiana Road, Franklin, Louisiana Road, Franklin, Louisiana 70538 (also sometimes referred to as the "parties"). Recitals Ted Lee McIntyre, II ("McIntyre") invented an oil field turbine stimulation pump that utilizes the split shaft turbine or free turbine to control the
flow rate and fluid pressure during oilfield pumping operations (the "Invention"). McIntyre entered into an exclusive license agreement with MTT (the "MTT License"), wherein McIntyre granted MTT and effective January 1, 2006, McIntyre entered into an exclusive license agreement with MTT (the "MTT License"), wherein McIntyre granted MTT and effective January 1, 2006, McIntyre entered into an exclusive license agreement with MTT (the "MTT License"), wherein McIntyre granted MTT and effective January 1, 2006, McIntyre entered into an exclusive license agreement with MTT (the "MTT License"), wherein McIntyre granted MTT and effective January 1, 2006, McIntyre granted MTT and effet MTT 
utilizes turbine engines in connection with the Invention. For the purposes of this Agreement, "TURBINE ENGINES" means and refers to any turbine driven engine that MTT acquires and uses in conjunction with the Invention pursuant to its exclusive license under the MTT License, for use in the Well Service Business (defined herein) along with
certain accessory equipment. For purposes hereof "accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engines supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as part of or as an accessory to the Turbine Engine Supplied by MTT and which is included as a supplied by MTT and which is included as a supplied by MTT and which is included as a supplied by MTT and which i
drive pad, turbine charging system and batteries, intake screens, starter generator, couplings, exhaust tail pipes with ceramic insulation blanket, mechanical engine instrument package. Turbine Engines also refers to supportive maintenance manuals and the introductory training for the operation thereof, as well as any modified or improved version
of such original version. MTT currently has [***] Turbine Engines in its possession, and MTT will sell to HCI, and HCI will purchase these [***] Turbine Engines for the sum of [***] Turbine Engines will be referred to as the Initial Turbine Engines. Additionally,
MTT will locate at least [***] additional Turbine Engines (the "Subsequent Turbine Engines"), and HCI will acquire the Subsequent Turbine Engines at the acquisition cost of the Subsequent Turbine Engines. *** Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential
treatment has been requested with respect to the omitted portions. Prior to the effective date of this Agreement, HCI owed certain amounts to MTT, including but not limited to invoiced amounts owed for services, labor, material and equipment provided by MTT to HCI (collectively the "MTT Services"). In further consideration for the
sale of the Turbine Engines and in consideration of the rights and advantages flowing to the parties as a result thereof, HCI desires to set-off, waive, relieve and release MTT from the HCI Loans and any obligations, liabilities or debts owed by MTT to HCI prior to the effective date of this Agreement. In addition, as a result of HCI's execution of this
Agreement, MTT desires to set-off, waive, relieve and release HCI from the MTT Services and any obligations, liabilities or debts owed by HCI to MTT prior to the effective date of this Agreement. HCI and MTT desires to enter into an agreement, upon the terms and conditions set forth below. Agreement In consideration of the mutual covenants set
forth herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows: 1. Purchase of Turbine Engines were sold to and purchased by HCI in June 2011. MTT acknowledges receipt of
full payment for these first [***] Initial Turbine Engines for the sum of [***] each. The purchase price is comprised of the core turbine engine and for the accessory equipment, supplies, materials and labor for MTT to assemble the
Turbine Engines and accessory equipment. HCI and MTT shall agree to a production schedule per month commencing August 1, 2011. The schedule may be amended by the parties. Upon agreement of the monthly schedule may be amended by the parties.
in accordance with the production schedule. On the 15th day of the month MTT shall invoice HCI for any Initial Turbine Engines then completed and HCI shall pay the balance owed, within 2 business days of invoicing. At the end of the month MTT shall invoice HCI for any Initial Turbine Engines then completed and HCI shall pay the balance owed,
within 2 business days of invoicing. In the event that HCI receives high yield bond funding, HCI shall pay to MTT the full amount owed for any remaining Initial Turbine Engines. The parties acknowledge that as additional consideration and purchase price for the Initial Turbine Engines, HCI does hereby set-off, waive, relieve and release MTT from the
HCI Loans and any and all obligations, liabilities or debts, of whatever nature or kind and whether known or unknown, which were incurred, originated, existed or accrued prior to the effective date of this Agreement, any originally executed notes marked "satisfied". ***
Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 2 of 11 1.2 Subsequent Turbine Engines beginning on
the effective date of this Agreement. MTT will make available to HCI, at least [***] Subsequent Turbine Engines each month, beginning September 1, 2011. HCI will buy the Subsequent Turbine Engines as completed. Upon locating each Subsequent Turbine Engines as completed.
Subsequent Turbine Engine, HCI will pay directly to the third party vendor, any deposit, progress or final payment to acquire the Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment. 1.3 HCI Rejection of Subsequent Turbine Engine with accessory equipment Engine with acce
Subsequent Turbine Engine(s). HCI shall have five (5) business days from receipt of the Initial Notice to approve the proposed acquisition, it shall provide MTT with written notice of its approval, within five (5) business days of the receipt of the Initial Notice from MTT, in which case the
acquisition of the Subsequent Turbine Engine(s) in question shall proceed as provided in the foregoing paragraph. In the event that HCI fails to respond to an Initial Notice or fails to timely respond to an Initial Notice or fails to timely respond to an Initial Notice, HCI shall be deemed to have rejected that particular proposed acquisition of Subsequent Turbine Engines, and thereafter MTT shall
be free, at its own cost and expense, to acquire, sell, transfer, lease and/or alienate the same, all for its own benefit and free of any obligation or restriction under this Agreement. 2. Right to License and Purchase Turbine
Engines from MTT and to operate, and utilize the Turbine Engines for use in HCI's Well Service Business, and to resell, lease, and rent the Turbine Engines to third parties. The Well Service Business use restriction shall apply to any party which acquires rights in and to any Turbine Engines by or through HCI. Any Turbine Engines previously
purchased by HCI from MTT will also be subject to the terms, conditions and restrictions contained in this Agreement. For the purposes of this Agreement, Well Service Business shall mean only procedures or services performed down hole in oil and gas wells such as: pump down work, cementing services, acidizing and chemical pumping, fracturing
 services, gravel packing and sand control services, coiled tubing, nitrogen pumping services, wireline, turbine testing and handling, and rig work including well services and plug and abandonment. This Agreement does not give HCI any rights of ownership in the Invention, or any patents, trademarks, or other intellectual property of MTT. If this
 Agreement expires by its own terms or is terminated for any reason, HCI will nonetheless have the right to continue to operate and utilize, in the Well Service Business, all Turbine Engines and other equipment already purchased from MTT, whether under this Agreement or otherwise including the right to maintain, repair and/or refurbish all such
Turbine Engines, and to resell, lease, and rent the Turbine Engines to third parties provided the use is restricted to the Well Service Business. *** Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.
Page 3 of 11 HCI hereby agrees that MTT will be the exclusive supplier to HCI of Turbine Engines. MTT will provide HCI during the term of this Agreement and thereafter with parts or component parts for use with Turbine Engines on an exclusive basis. 3. Covenants of MTT. MTT covenants as follows: (a) Subject to the reasonable commercial
availability of turbines and accessory equipment, MTT will supply HCI with two hundred Turbine Engines (the [***] Initial Turbine Engines, and the [***] Subsequent Turbine Engines, and the [***] Subsequent Turbine Engines, and the [***] Initial Turbine Engines, and the [***] Subsequent Turbine Engines, and the [***] Subsequent Turbine Engines, and the [***] Initial T
Engines and the accessory equipment for HCI under this Agreement. (c) MTT hereby warrants and represents that it is authorized to enter into this Agreement and to grant the rights to HCI as set forth in this Agreement. 4. Covenants of HCI. HCI covenants of HCI. HCI covenants as follows: (a) HCI will during the term of this Agreement purchase from MTT the [***] Initia
Turbine Engines, and, subject to HCI's approval, the [***] Subsequent Turbine Engines. A purchase will be deemed to be made on the date when payment in full (or the final payment if payments are made in stages or installments) is received by MTT. (b) HCI acknowledges and agrees that the rights to the turbine technology used to design and
assemble the Turbine Engines and any other technology utilized in designing and assembling the Turbine Engines is owned by MTT. (c) HCI hereby warrants and represents that it is authorized to enter into this Agreement. 5. Initial Term. This agreement will begin and is effective on the 1st day of July, 2011, and will end on June 30, 2014, subject to
the following: (a) In the event that this Agreement expires by its own terms or is terminated for any reason, including as a result of a breach or default by a party hereto, then no party will have any past, present or future obligation, liability, or debt to any other party under this *** Certain information in this document has been omitted and filed
separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 4 of 11 Agreement, except for the following obligation, liability or debt which was ordered, sold
supplied, provided and/or delivered prior to termination, including any amounts owned for accessory equipment and any labor, services or materials performed in connection therewith, (ii) any insurance and indemnity obligations of HCI or MTT provided for in this Agreement (iii) the obligations of MTT to fulfill all warranties provided by MTT for
Turbine Engines and other equipment sold, supplied, provided, or delivered to HCI pursuant to this Agreement, (iv) the obligation of MTT to provide parts and components to repair Turbine Engines and other equipment
already purchased from MTT, and HCI will have the right to continue to operate, and utilize (including the right to maintain, repair and/or refurbish) all such Turbine Engines and other equipment for use in HCI's Well Service Business only. 6. Inspection. HCI may have a representative present at any final acceptance test of an Initial Turbine Engine
at MTT's facility. Upon a successful test, the Turbine Engine will be deemed to have been accepted and payment due FOB MTT, within 2 business days. In the event that HCI identifies any non-conforming items post sale, those items shall be handled under the terms of the MTT warranty. If any Subsequent Turbine Engine is not delivered with
certification of an acceptable test by the third party supplying such Subsequent Turbine Engine, then MTT will perform the above referenced test, and HCI will have the right to have a representative present for same. 7. Termination. This Agreement will be subject to termination prior to the expiration of the term set forth above as follows: (a) If HCI
is in default of any payment due to MTT for a period of thirty (30) days or, if HCI defaults in performing any of the other terms of this Agreement upon notice of HCI at least thirty (30) days before the time such termination is to
take place. If MTT is in default of any payment due HCI for a period of thirty (30) days, or if MTT defaults in performing any of the terms of this Agreement upon notice to MTT at least thirty (30) days before the time such
termination is to take place. (b) the parties reserve the right at any time during the life of this Agreement to terminate this Agreement in their absolute discretion on 60 days' notice in the event that, (i) another party becomes insolvent; or *** Certain information in this document has been omitted and filed separately with the Securities and
Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 5 of 11 (ii) any voluntary or involuntary petition in bankruptcy or for corporate reorganization or for any similar relief is filed by or against another party and, in the vase of an involuntary petition, such petition is not dismissed within 90 days
after such filing; or (iii) a liquidation proceeding is commenced by or against another party, and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days after commencement thereof. 8. Warranty and Maintenance schedule
with respect to each Turbine Engine sold by MTT to HCI. Each individual component part of a Turbine Engine or accessory equipment which is manufacturer. During the term of this Agreement, MTT shall maintain, service and repair all
of HCI's Turbine Engines and all related and accessory equipment. MTT shall be the exclusive provider of the foregoing to HCI. MTT shall be compensated at market rates on a time and materials basis, but only for the maintenance, service, and repair that falls outside of the MTT warranty contained in the above paragraph of this Section 8. HCI shall
pay MTT the amounts owed upon receipt of invoice. 9. Insurance and indemnification. HCI will at all times maintain in full force and effect, for the benefit of itself (and naming MTT as additional insureds thereon), general liability insurance. Said
 insurance will be in an amount of not less than "A-Class VII" in the Best Insurance Guide and which will be satisfactory to MTT. At the inception of this Agreement and annually thereafter, HCI will furnish MTT with a
certificate of insurance evidencing that it has such insurance evidencing that it has such insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidencing that it has such insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, storm, war, earlies of insurance evidences, direct or indirect, of fires, extends of the fires
 shortages of turbines and accessory equipment and failure of supply of raw materials will suspend performance hereunder to the extent by which performance will continue at the rate specified herein. The foregoing will not apply to any payment
obligation of a party hereunder. *** Certain information in this document has been omitted portions. Page 6 of 11 11. Risk of Loss of each Turbine Engine will pass to HCI on the date of written notice
of completion given by MTT to HCI. 12. Assignment. Subject to the provisions of paragraph 14, this Agreement cannot be assigned or performance of the duties herein delegated without the express written consent of the paragraph 14, this Agreement cannot be assigned or performance of the duties herein delegated without the express written consent of the paragraph 14, this Agreement cannot be assigned or performance of the duties herein delegated without the express written consent of the paragraph 14, this Agreement cannot be assigned or performance of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the express written consent of the duties herein delegated without the expression of the dutie
modified other than by any instrument in writing signed b the party against whom enforcement of the termination, amendment, supplement, waiver or modification is sought. 14. Assignment to Newco, MTT's rights and obligations under this
Agreement without further consideration. Upon such assignment and assumption HCI shall release and relieve MTT from any obligations under this paragraph 14, and in the
further event that HCI rejects a particular proposed acquisition of Subsequent Turbine Engines under paragraph 1.3 and Newco does not then acquire the same (as provided in paragraph 1.3), then and in that event, MTT shall be free, at its own cost and expense, to acquire, sell, transfer, lease and/or alienate the same, all for its own benefit and for
any use or purpose whatsoever (including in the Well Service Business in conjunction with the Invention), free of any obligation or restriction under this Agreement. 15. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws, and not the laws pertaining to choice or conflicts of law, of the State of
Louisiana. 16. Complete Agreement. This Agreement contains the entire agreement between the parties are not relying on any
inducement whatsoever other than that represented by this Agreement in executing and delivering this Agreement. *** Certain information in this document has been requested with respect to the omitted portions. Page 7 of 11 17.
Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. 18. Severability. Any provision of this agreement which his invalid, illegal or unenforceable in any jurisdiction, will be ineffective to the extent of such invalidity, illegality or
unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal or unenforceable term is not vital to achieve a material commercial result intended by the parties. 19. Approvals and Similar Actions. Where agreement, approval, acceptance,
consent or similar action by a party is required by any provision of this Agreement, such action will not be unreasonable attorney's fees and expenses that may be incurred by MTT in defending or enforcing any of the obligations of HCI under
this Agreement or otherwise by reason of HCI's default or failure to perform any of its obligations hereunder. MTT will pay to HCI all reasonable attorney's fees and expenses and all other costs and expenses that may be incurred by HCI in defending or enforcing any of the obligations of HCI under this Agreement or otherwise by reason of MTT's
default or failure to perform any of its obligations hereunder. 21. Notices. Any notices required to be given will be deemed sufficiently give if sent by certified or registered mail, postage prepaid, addressed as follows: If to Hub City Industries, L.L.C. Earl Blackwell, CFO Hub City Industries, L.L.C. 500 Dover Blvd. Suite 100 Lafayette, LA 70503 A copy
to: *** Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 8 of 11 Frank S. Slavich, III Babineaux, Poché, Anthony & Slavich, LLC 1201 Camellia Blvd. Ste. 300 Lafayette, LA 70508 If Marine
Turbine Technologies, L.L.C. Attn: Ted Lee McIntyre, II 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A. Ryan 298 Louisiana Road Franklin, LA 70538-7607 A copy to: Craig A copy to
and the same agreement. Signature pages bearing facsimile signatures will be effective for purposes of binding the parties to this Agreement. 23. Termination of MTT/TST Agreement. 27. Termination of MTT/TST Agreement. 27. Termination of MTT/TST Agreement. 28. Termination of MTT/TST Agreement. 29. 
Agreement effective January 1, 2009 (the "MTT/TST Agreement"), wherein MTT granted to TST the exclusive right and license to purchase, operate, lease, rent, market, sell and use TDE (as defined therein). HCI and TST are now under common ownership and desire to cancel and terminate the MTT/TST Agreement and MTT is agreeable to said
cancellation, all in consideration for the execution of this Agreement. As such, upon the execution of this Agreement, the MTT/TST Agreement shall be terminated, with the parties acknowledging and agreeing that they shall have no past, present or future obligation, liability or debt to each other thereunder, and to the extent necessary, the parties do
hereby expressly relieve and release each other from any and all past, present or future obligation, liability or debt thereunder; provided however, the following obligations of the parties regarding any confidentiality and non-disclosure
of this paragraph 23. *** Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been omitted portions. Page 9 of 11 24. Termination of TST/HCI/MTT Agreement. MTT and HCI and TST entered into that certain Equipment
Purchase Agreement effective January 1, 2009 (the "TST/HCI/MTT Agreement"), wherein MTT and TST are now under common ownership and desire to cancel and terminate the TST/HCI/MTT Agreement and MTT is agreeable to said
cancellation, in consideration for the execution of this Agreement. As such, upon the execution of this Agreement, the TST/HCI/MTT Agreement shall be terminated, with the parties acknowledging and agreeing that they shall have no past, present or future obligation, liability or debt to each other thereunder, and to the extent necessary, the
parties do hereby expressly relieve and release each other from any and all past, present or future obligation, liability or debt thereunder; provided however, the following obligations of the parties regarding any confidentiality and
non-disclosure agreements executed by and/or required to be executed by and/or required to be executed by and/or agents), (ii) any insurance and indemnity obligations, and (iii) the operation and/or agents), (ii) any insurance and indemnity obligations, and (iii) the operation and/or agents), (ii) any insurance and indemnity obligations to utilize TDE in the Well Service Business only. TST appears herein as intervener to acknowledge and agree to
the provisions of this paragraph 24. 25. MTT Release of HCI In consideration for the agreements of HCI contained herein, MTT does hereby set-off, waive, relieve and release HCI from the MTT Services and any and all obligations, liabilities or debts, of whatever nature or kind and whether known or unknown, which were incurred, originated, existed
or accrued prior to the effective date of the Equipment Agreement. (The remainder of this page was intentionally left blank). (Signatures appear on the following page). *** Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect
to the omitted portions. Page 10 of 11 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected beneath their signatures. WITNESSES HUB CITY INDUSTRIES, L.L.C. /s/ Earl J. Blackwell By: /s/ Michel B. Moreno Printed name: Earl J. Blackwell Michel B. Moreno, CEO Dated: 9/23, 2011 /s/ Charles R.
                 Printed name: Charles R. Caswell WITNESSES TURBINE STIMULATION TECHNOLOGIES, LLC (now known as Turbine Technologies of Louisiana, L.L.C.) /s/ Earl J. Blackwell Michel B. Moreno, CEO Dated: 9/23, 2011 /s/ Charles R. Caswell Printed name:
Charles R. Caswell WITNESSES MARINE TURBINE TECHNOLOGIES, L.L.C. /s/ April Del cambre BY: /s/ Craig A Ryan, In House Counsel Dated: 7/8, 2011 /s/ Jeff Stary *** Certain information in this document has been omitted and filed separately with
the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 11 of 11 Reference: Security Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 11 of 11 Reference: Security Exchange Commission.
 equipment sale agreements work with clients to help. Do you need help with an equipment sale agreement?Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate equipment sale agreements. All lawyers are vetted by our team and peer reviewed by our customers for you to explore before
hiring.Page 2 Be sure to complete the tokens and text fields in this equipment sales agreement template prior to sending it to your client for signature. This equipment purchase agreement is entered into between [Sender.FirstName] [Client.FirstName] [Client.Fi
the Client wishes to purchase equipment from the seller, and the Seller likewise wishes to sell such equipment to the client, the two parties agree to the following: Equipment Sold The text field below should be used to describe the equipment sold. Be sure to include the make, model, and VIN or serial number. The Client hereby agrees to
purchase the following from the Seller: Payment The Client agrees to pay the following sum for the purchased equipment and any related warranties or accessories: You can use the template's pricing table to list the price for the equipment being sold as well as any additional items that the Client wishes to purchase, such as extended warranties,
service packages, or accessories. Use the menu to the right of the template to add taxes if necessary. Subtotal$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Discount$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00Total$0.00
Seller and Client agree to the terms of this equipment purchase agreement. [Sender. Company] Signature MM/DD/YYYY [Client. First Name] [Client. Last Name] [Client. Last Name] [Client. Company] Signature MM/DD/YYYY [Client. First Name] [Client. Last Name] [Client. Last Name] [Client. Last Name] [Client. Company] Signature MM/DD/YYYY [Client. First Name] [Client. Last Name] [Client. La
to understand. We advise that you have a licensed attorney review them prior to using them The Seller warrants that they are the rightful owner of the equipment as-is, without warranty. Any repairs or maintenance are the full responsibility
of the Client. All taxes, licenses, and associated fees shall be paid by the Client agrees to indemnify and hold the Seller harmless against any claims of loss or damage, without limitation. Should the Client finance the equipment purchase through a third party, the Seller agrees to transfer title ownership of the listed
equipment to that party. This equipment sales agreement shall be governed by the laws of [Sender. State].
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