AGENCY AGREEMENT

This Agency Agreement (this "Agreement") is made as of this 22nd day of May, 2015 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"), immediately after consummation of the Acquisition and execution of the Joinder, Hodges Trucking Company, L.L.C., an Oklahoma limited liability company with a principal place of business at 333 North Sam Houston Parkway E., Suite 1200, Houston, TX 77060 (the "Company"), and Rodan Transport (U.S.A.) Ltd., a Delaware corporation with a principal place of business at 333 North Sam Houston Parkway E., Suite 1200, Houston, TX 77060 ("Rodan" and together with the Company, the "Sellers").

RECITALS

WHEREAS, Rodan, the Company and Seventy Seven Operating LLC, an Oklahoma limited liability company ("SSOC") are parties to a Membership Interest Purchase Agreement dated as of May 22, 2015 pursuant to which Rodan has agreed to purchase from SSOC 100% of the outstanding equity interests of Hodges (the "Acquisition").

WHEREAS, the Sellers desire that the Agent act as the Sellers' 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 construction equipment, hauling equipment and motor vehicles, together with manuals (to the extent available), certificates of title, machinery history documentation (including all usage, maintenance and repair records to the extent available), crane load rating certificates, manufacturer and other warranties, and spare parts associated with particular Assets owned by the Company, which Assets shall be located at or in the Sellers' facilities set forth on Exhibit B attached hereto (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:

Defined Term	Section Reference
Acquisition	Preamble
Agency Documents	Section 12.1(b)
Agent	Preamble
Agent Claim	Section 13.4
Agent Indemnified Parties	Section 14.2
Agreement	Preamble
Assets	Recitals
Asset Deficiency Notice	Section 6.1(a)
Asset Impairment Notice	Section 6.1
Asset Impairment Value	Section 6.1

Defined Term	Section Reference
Business Day	Section 5.1
Company	Preamble
Competitive Transaction	Section 17.2
Damages	Section 14.2
Deficiency Response	Section 6.1(b)
Due Care	Section 14.3
Escrow Agreement	Section 6.3
Escrow Agent	Section 6.3
Escrow Amount	Section 6.3
Exclusivity Period	Section 17.2
Facilities	Recitals
GB Group	Section 18.11
Guaranteed Amount	Section 5.1
Indemnified Party	Section 14.7(a)
Indemnifying Party	Section 14.7(a)
Inspection Deadline	Section 6.1(a)
Inspection Report	Section 6.1(a)
Joinder	Section 11
Liens	Section 6
Mutual Resolution	Section 6.1(c)
Oil and Gas Assets	Section 12.1(s)
Proceeds	Section 8.1
Resolution Deadline	Section 6.1(c)
Resolution Period	Section 6.2(b)
Response Deadline	Section 6.1(b)
Rodan	Preamble
Sale	Recitals
Sale Commencement Date	Section 3
Sale Term	Section 3
Sale Termination Date	Section 3
Sales Taxes	Section 9.1
Sales Taxes Account	Section 9.1
Sellers	Preamble
SSOC	Preamble

Section 2. Appointment of Agent. 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.

Section 3. Sale Term. The Sale shall commence at each Facility on the date of the satisfaction of the conditions precedent set forth in Section 11 (the "Sale Commencement Date"), and shall terminate at any time in the Agent's sole discretion (the "Sale Termination Date"; the period from the Sale Commencement Date to the Sale Termination Date being the "Sale Term"). The parties acknowledge and agree that in the event the Agent terminates the Sale Term while any of the Assets are located at any of the Facilities, the Agent shall be deemed to have abandoned all rights to any Assets located at such Facilities as of the Sale Termination Date and the Agent shall have no obligation or liability under this Agreement or otherwise to the Sellers with respect to the Assets located at such Facilities. For the avoidance of doubt, Sellers shall be responsible for all costs, expenses and liabilities associated with any such abandoned assets.

Section 4. Conduct of Sale.

4.1 The Agent shall set all 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 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 Company. 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 [Reserved.]

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 or abandoned pursuant to Section 4.8 of this Agreement.

4.5 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 (in such form as Agent shall determine) 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, including but not limited to a transfer of title of any of the Assets to Agent in its discretion. 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 Agreement. Such proxies are irrevocable 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 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 notice thereof, which notice shall also include and serve as a release of the Agent's Lien on any abandoned Asset and return of the original title or certificate of title of the Asset (if any).

4.9 By June 13, 2015, Rodan shall, at their sole cost and expense, cause all of the Assets to be located at the Company's Facilities. On or before June 30, 2015, the Sellers shall, at their sole cost and expense, cause all of Assets to be pressure washed and cleaned for transport, de-identified in a commercially reasonable, workman like fashion reasonably acceptable to Agent and in a manner that does not damage the Assets, and be located at no more than six of the Facilities.

On or before the Sale Commencement Date, the Sellers will provide to the Agent written notice of the Facility at which each Asset will be located on June 30, 2015; provided, however, the Facilities at which particular Assets are located is subject to change prior to June 30, 2015, subject to the consent of the Agent, which consent will not be unreasonably denied, delayed or withheld.

4.10 The Assets shall be orderly positioned in any Facility in which they are located so that potential purchasers may easily inspect them.

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

4.12 The Sellers acknowledge and agree that the Guaranteed Amount is predicated upon the assumption that the Assets listed on Exhibit A are available for sale as contemplated herein.

Section 5. Guaranteed Amount and Other Payments.

5.1 Guaranteed Amount. Subject to Section 6 hereof, as a guaranty of the Agent's performance hereunder and subject to the satisfaction of the conditions precedent set forth in Section 11, on the Sale Commencement Date (which the parties hereto intend to be two (2) Business Days after the closing of the Acquisition), the Agent shall pay to the Escrow Agent the Escrow Amount and pay to the Company $22,000,000 (the "Cash Amount") by wire transfer of immediately available funds (for purposes of this Agreement the Escrow Amount plus the Cash Amount are defined, collectively, as the "Guaranteed Amount") to the account so designated in writing by the Company. For the avoidance of any doubt, (a) in no event will the Agent pay to the Sellers more than the Guaranteed Amount in connection with this Agreement or the Sale, and (b) the Agent is not liable under this Agreement for any failure to obtain value from the Sale. "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.

5.2 Termination.

(a) 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 June 30, 2015, then each of the Sellers and the Agent shall have a right to terminate this Agreement by written notice on such date.

(b) If in accordance with the provisions of Section 6.1: (i) Agent timely delivers to Sellers an Asset Deficiency Notice in which the proposed adjustment to the Guaranteed Amount exceeds $2,875,000, (ii) Sellers in response thereto delivers to Agent a Deficiency Response by the Response Deadline, and (iii) Agent and Sellers have not executed and delivered to one another a Mutual Resolution prior to the Resolution Deadline, either Agent or Sellers shall have a right to terminate this Agreement by written notice delivered to Sellers not later than 8:00 p.m. E.D.T. on June 16, 2015.

5.3 [Reserved].

5.4 Proceeds of the Sale. All Proceeds of the Sale shall be paid to the Agent as consideration for its actions under this Agreement. The Sellers shall not have any rights to such Proceeds.

Section 6. Adjustments to the Guaranteed Amount.

6.1 Adjustment of Guaranteed Amount Prior to Payment.

(a) Inspection and Notice by Agent. For purposes of inspecting the Assets, Rodan shall provide Agent access to the Facilities located in Pennsylvania and Alvarado, Texas, starting on June 11, 2015, and all other Facilities starting on June 14, 2015 and keys to the Assets located at such Facilities at such times. Agent shall inspect the Assets by 12:00 p.m. E.D.T. on June 16, 2015 (the "Inspection Deadline"). In the event that there exists any deficiency as to the existence or quality of any of the Assets, the Agent shall deliver to Sellers a written notice of any such deficiencies (the "Asset Deficiency Notice") by the Inspection Deadline. The Asset Deficiency Notice shall contain (i) the nature of any deficiency with respect to any particular Asset; and (ii) the adjustment to the Guaranteed Amount, which adjustment will equal (x) the Forced Liquidation Value for such Asset as set forth on Exhibit A if the deficiency relates to the existence of the Asset and (y) the Purchase Price Allocation Value for such Asset as set forth on Exhibit A hereto if the deficiency relates to the quality of the Asset. If the Agent does not timely deliver to Sellers any Asset Deficiency Notice, the Guaranteed Amount to be paid to the Company will not be adjusted Pursuant to this Section 6.1.

(b) Response by Sellers. If an Asset Deficiency Notice is delivered to Sellers prior to the Inspection Deadline, Sellers will have until 5:00 p.m. E.D.T. on June 16, 2015 (the "Response Deadline") within which to deliver to the Agent a written response to resolve any asserted deficiency (the "Deficiency Response"). If Sellers do not deliver to the Agent a Deficiency Response prior to the Response Deadline, the Guaranteed Amount to be paid to the Company will automatically be reduced on a dollar-for-dollar basis in accordance with the Asset Deficiency Notice pursuant to this Section 6.1.

(c) Resolution by Agent and Sellers. If Agent timely delivers to Sellers an Asset Deficiency Notice and Sellers in response thereto deliver to Agent a Deficiency Response by the Response Deadline, Agent and Sellers shall communicate in good faith to reach a resolution of the issues set forth in the Asset Deficiency Notice to their mutual satisfaction; provided however, in the event a written resolution of the Asset Deficiency Notice (a "Mutual Resolution") is not executed by both Agent and Sellers prior to 8:00 p.m. E.D.T. on June 16, 2015 (the "Resolution Deadline") the proposed adjustment to the Guaranteed Amount set forth in the Asset Deficiency Notice will be added to the Escrow Amount by Agent until a resolution is reached; provided further however, either Agent or Sellers shall also have the right to terminate this Agreement to the extent set forth in Section 5.2(b).

(d) Agent may further inspect the Assets after the Inspection Deadline; however, such inspection shall have no bearing on the process set forth in Sections 6.1(a)-(c) unless otherwise agreed to in writing by Sellers and Agent.

6.2 Adjustment of Guaranteed Amount After Payment.

(a) If at any time after the payment of the Guaranteed Amount (as may be adjusted pursuant to Section 6.1 above) and prior to the Sale Termination Date, the Agent determines that the Assets are not available for sale as contemplated herein, including, but not limited to, because such Assets are not located at the appropriate Facilities, the Sellers are not able to sell the Assets free and clear of all liens, claims and encumbrances of any kind, nature or description ("Liens") or there is a defect in the title of such Assets or such Assets are recalled or otherwise do not meet the requirements set forth in this Agreement (including the representations, warranties and covenants set forth in Section 12), 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 proposed adjustment to the Guaranteed Amount, which adjustment will equal (x) the Purchase Price Allocation Value for such Asset as is set forth on Exhibit A hereto in the case of a damaged Asset and (y) the Forced Liquidation Value for such Asset as is set forth on Exhibit A hereto in the case of any other reason that the Asset is not available for sale as contemplated herein (the "Asset Impairment Value").

(b) 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-appealable for all purposes hereunder, except in the case of fraud.

(c) 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 submitted for arbitration pursuant to Section 18.2(c) hereof.

(d) Upon final determination of the Asset Impairment Value contained in any Asset Impairment Notice, the aggregate Asset Impairment Value shall reduce the Guaranteed Amount on a dollar for dollar basis and the Sellers and the Agent shall immediately direct the Escrow Agent to wire the Asset Impairment Value to Agent or if the Escrow Amount has already been distributed, the Sellers shall immediately pay to the Agent the amount of such Asset Impairment Value by wire transfer of immediately available funds.

6.3 Prior to or on the Sale Commencement Date an Escrow Agreement (the "Escrow Agreement") will be entered into among 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 50% by the Sellers and 50% 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 $1,000,000 (the "Escrow Amount") by wire transfer of immediately available funds, which Escrow Amount (together with all accrued investment income or interest thereon, and any additional sums deposited with the Escrow Agent pursuant to Section 6.1(c) hereof) 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) In accordance with Section 6.2(d) hereof upon final determination of the Asset Impairment Value;

(b) To the extent the Sellers and Agent agree or an arbitrator pursuant to Section 18.2(c) rules that the Sellers owe any amounts to Agent under this Agreement; and

(c) (i) $250,000 shall be distributed to Sellers on the 91st day after the Sale Commencement Date, (ii) $250,000 shall be distributed to Sellers on the 181st day after the Sale Commencement Date, (iii) $250,000 shall be distributed to Sellers upon the earlier of (x) the sale by Agent of Assets which have been allocated a Forced Liquidation Value equal to or greater than 90% of the Forced Liquidation Value allocated to all of the Assets and (y) the one (1) year anniversary of the Sale Commencement Date, and (iv) $250,000 (plus all accrued investment income or interest thereon, and any additional sums deposited with the Escrow Agent pursuant to Section 6.1(c) hereof) shall be distributed to Sellers on the one (1) year anniversary of the Sale Commencement Date; provided however, on such release dates the amount to be released shall be reduced by the aggregate amount in dispute for any unresolved claims between the Sellers and Agent and such amounts shall remain in escrow until the claims are resolved.

The Escrow Amount is intended to provide a non-exclusive source of funds for the payment of any amounts which may become payable to satisfy claims made by Agent pursuant to the terms of this Agreement.

Section 7. Expenses.

7.1 Sale-Related Services and Facilities. The Sellers (x) for a 180 day period commencing with the Sale Commencement Date for the Rodan Facilities identified on Exhibit B and (y) until November 27, 2015 for the Company Facilities identified on Exhibit B, shall provide the Agent, at no cost or expense to the Agent whatsoever, (i) peaceful use of (provided that the parties hereto understand that the Sellers will need to operate their business in the ordinary course at the Facilities), and before and after hours access to (with prior reasonable request), each Facility for the purpose of preparing for, conducting and completing the Sale as contemplated hereby; (ii) such security as is in place at each Facility as of the date hereof; (iii) one employee of the Sellers at each Facility, which employee at each Facility must possess proper license class to operate the Assets and shall be reasonably available to assist Agent throughout the Sale Term; provided, however, Company Facilities in Pennsylvania and Ohio may be unmanned in which case the Sellers will provide the applicable employee (which employee will possess proper license class to operate the Assets) so long as the Agent provides at least 48 hours prior notice; (iv) use of an office at each Facility as needed and available, and (v) 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 and the Agent shall immediately direct the Escrow Agent to wire such expenses to Agent or if the Escrow Amount has already been distributed then the Sellers shall immediately reimburse the Agent for such expenses 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. The Agent shall not be responsible or liable for ordinary wear and tear on the Facilities incurred in connection with housing the Assets there. For the avoidance of doubt, the employees provided by Sellers shall remain employees of Sellers (and not of Agent) and the Agent shall not be responsible for any expenses incurred in connection with the employment of such employees. To the extent the Sellers fail to pay any amounts owed to the Agent under this Agreement or fail to pay any expenses or provide any services or Facilities they are required to pay or provide under this Agreement, such amounts shall accrue interest at the rate of 12% per annum from the date due until the date on which such amounts are paid or such services or facilities are provided.

7.2 Expenses of the Agent. The Agent or purchasers at the Sale shall be responsible for all out-of-pocket costs and expenses of the Sale, other than 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.

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

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, deposited into a segregated account designated by the Agent solely for the deposit of such Sales Taxes (the "Sales Taxes Account"), and the funds of the Sales Taxes Account shall be delivered by the Agent to the Company. 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 timely 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 on a timely basis be given the data and information as to sales of the Assets for 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 Sellers.

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 as of the date hereof and as of the Sale Commencement Date;

(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;

(c) the Sellers shall have provided Agent evidence satisfactory to the Agent that the Sellers have good and marketable title to the Assets without defect in title and free and clear of all Liens;

(d) the Agent shall have conducted an inspection of the Assets on or prior to 12:00 p.m. E.D.T. June 16, 2015 and in connection therewith the terms of Sections 5.2(b) and 6.1 shall have been applied;

(e) all original documents of title relating to any Asset (duly endorsed and in a form suitable for transfer which will include Agent as the only Lien holder) shall have been delivered to Agent together with (i) all other documentation necessary to convey title to such Assets, (ii) lien releases for any Liens on such Assets and evidence that PNC Bank Canada Branch and SSOC have specifically released the Assets from the collateral upon which they have a Lien, (iii) all machinery history documentation (including but not limited to all usage, maintenance and repair records to the extent available) related to the Assets, (iv) all manufacturer and other warranties related to the Assets, (v) all licenses, permits, authorizations, franchises and certifications of governmental and non-governmental authorities related to the Assets, (vi) all crane load rating certificates related to or necessary to operate the Assets, (vii) keys to the Assets, and (viii) all other manuals, instructions and other materials related to the Assets (to the extent available);

(f) the Agent shall have delivered to the Sellers the Guaranty Amount (minus the Escrow Amount) in accordance with Section 5.1;

(g) the Acquisition shall have been completed and the Company shall have entered into a joinder agreement (the "Joinder"), in form and substance attached hereto as Exhibit C, joining it as Seller to this Agreement; and

(h) the Sellers and the Agent shall have entered into the Escrow Agreement and the Escrow Amount shall have been received and accepted by the Escrow Agent.

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 on the date hereof and on the Sale Commencement Date:

(a) Each Seller: (i) is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation or organization; (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) Each Seller has all corporate or limited liability company 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 by the Agent, in all cases free and clear of all Liens, 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 Board of Managers, as applicable, or vote of its shareholders or unit holders, as applicable, (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) Each 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) The Sellers own or will own after the completion of the Acquisition, and shall own at all times during the Sale Term, good and marketable title to all of the Assets. No Seller shall sell, transfer, assign, encumber, grant a Lien upon, permit a Lien to exist on or otherwise affect marketable title to the Assets (except for the Lien provided in favor of Agent pursuant to this Agreement), or challenge, dispute or otherwise contest Agent's right to proceed with the Sale. Upon the consummation of any Sale, the purchaser of the Assets shall acquire good and marketable title to such Assets free and clear of any Lien.

(h) All Assets 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 in Agent's discretion. Agent shall be granted a license and right to use until the Sale Termination Date the Company's trade names and logos 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.

(j) To the extent set forth in Section 7.1, the Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of each of the Facilities (provided, however, such use shall not materially interfere with the Sellers' business operations), and the utilities and other services provided at the Facilities. During such period, Sellers shall 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; provided, however, the Agent shall be responsible for all actual damages to the Facilities directly caused by the negligence or willful misconduct of the Agent, its employees, contractors or agents.

(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 an 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) 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) All Assets are in compliance in all material respects with all applicable federal, state and local laws, rules, regulations and standards. The condition and status of each of the Assets that have been inspected by the Agent during the inspection conducted on the Agent's behalf during the period of May 19, 2015 through May 22, 2015 (the "Inspection") is unchanged (subject to normal wear and tear) from how such assets appeared during the Inspection and the Assets not inspected by the Agent during the Inspection are in good operating condition. The hour meter reading and the mileage reading set forth on Exhibit A for each of the Assets and the machinery history documentation for each of the Assets are each true, correct and complete in all material respects. Between the date hereof and the Sale Commencement Date there will be no usage of the Assets outside the ordinary course of business.

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

(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 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.

(r) Upon execution of the Joinder, the Company hereby grants to Agent a continuing first priority security interest in all of its right, title, and interest in the Assets in order to secure the Guaranteed Amount, the payment of all Proceeds, the completion of the Sale and prompt performance by each Seller of each of its covenants and duties under this Agreement. The Agent's Liens in and to the Assets shall attach to all Assets without further act on the part of the Sellers or the Agent. Each Seller authorizes Agent to take any actions necessary or desirable to effectuate and perfect its Liens. At any time upon the request of Agent, Sellers shall execute or deliver to Agent, any and all financing statements, security agreements, pledges, assignments, commercial tort claim assignments, endorsements of certificates of title, and all other documents (collectively, the "Additional Documents") that Agent may request, in form and substance satisfactory to Agent, to create, perfect and continue perfected or to better perfect the Agent's Liens in the Assets, and in order to fully consummate all of the transactions contemplated hereby. To the maximum extent permitted by applicable law, each Seller authorizes Agent to execute any such Additional Documents in such Seller's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office.

(s) From the date of this Agreement until the one year anniversary of the Sale Commencement Date (the "Restricted 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 non-oil and gas assets of the Company set forth on Schedule 12.1(s)A or any of the oil and gas assets set forth on Schedule 12.1(s)B (the "Oil and Gas Assets") or any capital stock or other equity interests of any of the Sellers (a "Prohibited Transaction"), (ii) engage in any negotiations or discussions with respect to any such Prohibited Transaction or (iii) furnish any information with respect to a Prohibited Transaction to any person or entity; provided that during the Restricted Period the Sellers may sell the Oil and Gas Assets directly to entities which are in the business of oil or gas rig moving (and for purposes of clarity not to a broker), which do not do business in the United States or Canada, and which purchasers covenant and agree not to sell the assets set forth on Schedule 12.1(s)B in the United States or Canada during the Restricted Period. For the avoidance of doubt, neither Rodan nor any of its affiliates will sell any cranes during the Restricted Period other than the sale by Rodan of one used crane during the Restricted Period (currently located at an existing customer of Rodan that is currently using the crane); provided that prior to accepting any offer for the crane, other than from the existing customer using the crane, Rodan shall offer to sell the crane to Agent at the same price and on the same terms and conditions as Rodan has otherwise agreed to with the potential purchaser. The Sellers agree that any discussions or negotiations with respect to any Prohibited Transaction that are in effect on the date of this Agreement shall cease during the Restricted Period by Sellers indicating that they are subject to an exclusivity agreement.

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 in any material respect 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 material contract, agreement, order, judgment, decree, 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 in all material respects with all applicable state and local laws, rules and regulations.

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 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, which consent shall not be unreasonably, withheld, conditioned or delayed.

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 payment of the Guaranteed Amount 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 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, which consent shall not be unreasonably withheld, conditioned or delayed.

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 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, which consent shall not be unreasonably withheld, conditioned or delayed.

13.4 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's 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's liability insurance carrier in accordance with such Sellers's 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;

(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;

(c) any failure of any Seller to pay to its employees any wages, salaries or benefits due to such employees during the Sale Term;

(d) any taxes payable by any Seller, including those arising out of the transactions contemplated by this Agreement; provided that the Agent has timely delivered the funds from the Sales Taxes Account and the data and information required by the last sentence of Section 9.1 as to the Sales of the Assets;

(e) 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;

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

(g) 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 acknowledges that the Facilities are workplaces at which heavy equipment movements and activities routinely take place. Accordingly, Agent, its employees, contractors, agents and invitees shall utilize due care at the Facilities, including, without limitation, abiding by all workplace policies and procedures at the Facility ("Due Care"). Agent shall indemnify and hold each Seller, its affiliates, and their officers, directors, members, managers, employees, agents, representatives and independent contractors harmless from and against all Damages, whether directly or indirectly asserted against, resulting from, in connection with, arising from, or related to: (a) 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; (b) the negligence or willful misconduct of Agent or any of its officers, directors, employees, contractors, agents, or representatives; and (c) representations made by the Agent to a purchaser of the Assets as part of a Sale in violation of this Agreement.

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 [Reserved.]

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 prior written consent (which may not be unreasonably withheld, conditioned or delayed). 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 prior 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 upon such termination, the Sellers shall return the Guaranteed Amount to Agent minus any Proceeds received by Agent from the Sale.

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 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.

Section 17. Exclusivity.

17.1 [Reserved.]

17.2 From the date of this Agreement until the Sale Commencement Date (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 the Company (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 by Rodan 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.

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 & Industrial, LLC 101 Huntington Avenue Boston, Massachusetts 02199 ***[Contact information redacted]***
With copies to	Choate Hall & Stewart LLP Two International Place Boston, Massachusetts 02110 ***[Contact information redacted]***
If to a Seller:	Rodan Transport (U.S.A.) Ltd. 333 North Sam Houston Parkway E. Suite 1200 Houston, TX 77060 ***[Contact information redacted]***
	Hodges Trucking Company, L.L.C. 333 North Sam Houston Parkway E. Suite 1200 Houston, TX 77060 ***[Contact information redacted]***
With copies to:	Scopelitis, Garvin, Light, Hanson & Feary, PC 10 W. Market Street Suite 1500 Indianapolis, IN 46204 ***[Contact information redacted]***
	Burstall Winger Zammit LLP 1600, 333 – 7th Avenue, S.W. Calgary, AB T2P 2Z1 ***[Contact information redacted]***

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; General Intent; Arbitration.

(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.

(b) With respect to Sections 2, 4, 5, 6, 7, 9, 12, 13, 14 and 17 hereof it is the general intent of the parties hereto that the parties will not, directly or indirectly, engage in any transactions with the intent to avoid their obligations under this Agreement.

(c) The parties hereto agree that any disputes that arise under this Agreement between them, including without limitation, claims relating to the enforcement of this Agreement, shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a panel of three persons experienced in large commercial disputes who are independent of the arbitrating parties and neutral with respect to the dispute presented for arbitration. Within thirty (30) days after initiation of arbitration, each arbitrating Party shall select one person to act as an arbitrator and the party-selected arbitrators shall select an additional arbitrator within thirty (30) days of their appointment. If the arbitrators selected by the parties hereto are unable or fail to agree on the third arbitrator, the additional arbitrator shall be appointed by the AAA. The place of the arbitration shall be in New York, NY, USA, and all proceedings and communications shall be in English. The arbitrators shall issue their findings within forty-five (45) days of the completion of the arbitration. Except to the extent necessary to confirm an award or as may be required by law, neither a party hereto nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of all parties hereto.

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 Sellers and the Agent.

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, provided that this Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto except that this Agreement may be assigned by the Agent to any of its affiliates.

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). 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.

18.12 Bankruptcy Matters. In the event that either of the Sellers becomes subject to the jurisdiction of any United States Bankruptcy Court ("Bankruptcy Court") during or before the Sale Term (whether voluntarily or involuntarily), the Sellers shall promptly use their reasonable best efforts to have the Bankruptcy Court approve the assumption of this Agreement and the transactions contemplated hereby, by an order in form and substance satisfactory to the Agent. Each Seller hereby acknowledges and agrees that there is no equity in the Assets and the Assets are not necessary for any effective reorganization.

18.13 Publicity**.** Agent shall have the right to disclose only with respect to the Company the Sale contemplated hereby in marketing materials, press releases and other announcements following the Sale Commencement Date. The Sellers shall permit Aveda Transportation and Energy Services Inc., the indirect parent of the Sellers, to issue a press release announcing the transaction contemplated hereby upon or following the Company's receipt of the Guaranteed Amount. Each of Agent and the Company shall have the right to review any such press releases. For avoidance of doubt, the transactions contemplated by this Agreement are material transactions relative to Aveda and accordingly any press release of Aveda in that regard will disclose the Guaranteed Amount. The Sellers and Agent hereby agree that this Agreement shall not be filed publicly with any Canadian Securities Administrator until after the Sale Commencement Date and that, unless required by a Canadian Securities Administrator, Exhibit A and Schedules 12.1(s)(A) and 12.1(s)(B) will not be included as part of such filing and, in any event, under no circumstances will the information in the "FLV" and "PPVA" columns of Exhibit A be filed publicly with any Canadian Securities Administrator. However, the Sellers and Agent hereby agree that this Agreement (including exhibits or schedules), or portions thereof, may be filed with a Canadian Securities Administrator on a confidential basis.

[*Remainder of page intentionally left blank*]

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: (signed) *"Robert J. Mahoney"*
Name: Robert J. Mahoney
Title: Co-President

RODAN:

RODAN TRANSPORT (U.S.A.) LTD.

By: (signed) *"Bharat Mahajan"*
Name: Bharat Mahajan
Title: Chief Financial Officer and Secretary-Treasurer

EXHIBIT A

Assets

[List of Assets redacted]

EXHIBIT B

Facilities

Company:

2491 S. Merritt Road, Elk City, OK
4050 W. I-40 Oklahoma City, OK
4908 Oklahoma Ave, Woodward, OK
4632 South I-35, Alvarado, TX
138 Carlile Circle, Marshall, TX
9046 Chesapeake Way, Pearsall, TX
6221 Mile Line Road, Sayre, PA 18840
171 Locust Avenue, Mt. Morris, PA 15349
5368 Biery St. SW, Navarre, OH

Rodan:

4319 South County Road 1270, Midland, Texas 79706
501 Taylor Road Mineral Wells, TX 76067
1079 CR 422, Pleasanton, Texas 78064
5400 D Big Tyler Road, Charleston, WV, 25313
15 East Route 973 Highway Cogan Station, PA 17728
1101 Industrial Blvd., Cherokee, OK 73728
13267-56th Street NW, Williston, ND 58801

EXHIBIT C

Joinder

The undersigned, Hodges Trucking Company, L.L.C., an Oklahoma limited liability company, is executing and delivering this Joinder to the Agency Agreement dated as of May 22, 2015, by and between Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company, and Rodan Transport (U.S.A.) Ltd., a Delaware corporation (the "Agency Agreement") (capitalized terms used herein without definition shall have the meanings assigned to such terms in the Agency Agreement).

By executing and delivering this Joinder, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all the provisions of the Agency Agreement, in each case, as the same applies to the Sellers (as that term is used in the Agency Agreement).

Executed and delivered this [__] day of June, 2015.

HODGES TRUCKING COMPANY, L.L.C.

By: ________________________________
Name: Bharat Mahajan
Title: Chief Financial Officer and
Secretary-Treasurer

SCHEDULE 12.1(s)A

Non-Oil and Gas Assets

[List of Non-Oil and Gas Assets redacted]

SCHEDULE 12.1(s)B
Oil and Gas Assets

[List of Oil and Gas Assets redacted]