

EXHIBIT “A”

SALE OF ACCOUNTS AND SECURITY AGREEMENT

Date: September __, 2015

Dynamic Rental Systems, LLC, a Texas limited liability company ("Seller") and Briar Capital, LP, a Texas limited partnership ("Factor" or "Purchaser"), hereby agree to the terms and conditions set forth in this Sale of Accounts and Security Agreement (as amended, restated, or supplemented from time to time, this "Agreement"):

Section 1.1 Definitions. All terms in this Agreement shall have the meanings given those terms in the UCC unless expressly defined otherwise in this Agreement including, but not limited to, Exhibit 1.1.

Section 1.2 Other Referential Provisions.

(a) Except as otherwise expressly provided herein, all accounting terms not specifically defined or specified herein shall have the meanings generally attributed to such terms under GAAP including, without limitation, applicable statements and interpretations issued by the Financial Accounting Standards Board and bulletins, opinions, interpretations and statements issued by the American Institute of Certified Public Accountants or its committees.

(b) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provisions of this Agreement.

(d) Titles of articles and sections in this Agreement are for convenience only, do not constitute part of this Agreement and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to articles, sections, subsections, paragraphs, clauses, sub clauses, Schedules or Exhibits shall refer to the corresponding article, section, subsection, paragraph, clause or sub clause of, or Schedule or Exhibit attached to, this Agreement, unless specific reference is made to the articles, sections or other subdivisions or divisions of,

or to Schedules or Exhibits to, another document or instrument.

(e) Each definition of a document in this Agreement shall include such document as amended, modified, supplemented or restated from time to time in accordance with the terms of this Agreement.

(f) Except where specifically restricted, reference to a party to this Agreement includes that party and its successors and assigns.

Section 1.3 Exhibits and Schedules. All Exhibits and Schedules attached hereto are by reference made a part hereof.

Section 2. Purchase & Sale of Accounts.

(a) Seller hereby offers to sell, assign, transfer, convey and deliver to Factor, as absolute owner, in accordance with the procedure detailed herein, all of Seller's right, title and interest in and to Seller's Accounts and related interests.

(b) All Accounts shall be submitted to Factor on a Schedule of Accounts Sold/Bill of Sale listing each Account separately. The Schedule of Accounts Sold/Bill of Sale shall be in the form attached hereto as Exhibit 2(b), or in such other form as required by Factor, and shall be signed by a person acting or purporting to act on behalf of Seller. At the time the Schedule of Accounts Sold/Bill of Sale is presented, Seller shall also deliver to Factor one copy of an invoice for each Account together with evidence of shipment, furnishing and/or delivery of the Goods or rendition of service(s). All invoices shall plainly state on their face the amounts payable hereunder are payable to Factor at the remittance address set forth below.

P.O. Box
Dallas, TX

(c) Factor shall have no obligation to purchase Accounts, and the decision to do so shall be exercised in Factor's sole discretion.

(d) Factor shall have no liability of any kind for exercising or failing to exercise any rights or remedies Factor may have under this Agreement or otherwise. In the event Factor declines to purchase or make advances (collectively, "Advances" and each individually, an "Advance") against Accounts owing from a customer of Seller (collectively, "Customers" and each individually, a "Customer"), and in advising Seller of such decline Factor furnishes Seller with

information as to the credit standing of the Customer, such information shall be deemed to have been requested of Factor by Seller and Factor's advice containing such information shall be recognized as a privileged and confidential communication. Seller agrees that such information shall not be given to Seller's Customer or to Seller's sales representative(s). Factor shall have the right to charge back to Seller directly or to Seller's Reserve Account the amount of such Full Recourse receivables at any time and from time to time either before or after their payment due date. Seller agrees to pay Factor upon demand the full amount thereof, together with all expenses incurred by Factor up to the date of such payment, including, but not limited to, reasonable attorney's fees costs and disbursements in attempting to collect or enforce such payment or payment of such Account(s).

Section 3. Purchase Price and Commissions.

(a) The Purchase Price that Factor shall pay to Seller for each Purchased Account shall equal the Net Invoice Amount thereof less Factor's factoring commission, as specified below. No discount, credit, allowance or deduction with respect to any Purchased Account, unless shown on the face of an invoice, shall be granted or approved by Seller to any Customer without Factor's prior written consent.

(b) The Purchase Price (as computed above), less (i) any Required Reserve Amount or credit balance that Factor, in Factor's sole discretion, determines to hold, (ii) moneys remitted, paid, or otherwise advanced by Factor to or on behalf of Seller (including any amounts which Seller may reasonably be obligated to pay in the future), and (iii) any other charges including but not limited to Factor's Costs provided for by this Agreement, shall be payable by Seller to Factor on the Date of Collection.

(c) Factor shall be entitled to withhold a Required Reserve Amount, and may revise, in its sole discretion, the Required Reserve Amount or Reserve Percentage at any time and from time to time if Factor deems it necessary to do so in order to protect Factor's interests. In no event shall Seller permit a Reserve Shortfall to occur. Factor may charge against the Required Reserve Account any amount for which Seller may be obligated to pay Factor at any time, whether under the terms of this Agreement, or otherwise, including, but not limited to, the repayment of any over advance, and any damages suffered by Factor as a result of Seller's breach of any provision of Section 4 hereof (whether

intentional or unintentional), any adjustments due and any attorneys' fees, costs and disbursements due. Seller recognizes that the required Reserve Account may, to the extent Purchased Accounts remain uncollected, represent bookkeeping entries only and not cash funds. It is further agreed that with respect to the balance in the Required Reserve Account, Factor is authorized to withhold, without giving prior notice to Seller, such payments and credits otherwise due to Seller under the terms of this Agreement for reasonably anticipated claims or to adequately satisfy reasonably anticipated Obligation(s) Seller may owe Factor. If an Event of Default has occurred and is continuing, or, in the event Seller shall cease selling Accounts to Factor, Factor shall be under no obligation to pay the amount in the required Reserve Account until all Accounts listed on all Schedules of Accounts have been collected or Factor has determined, in its sole discretion, that it will make no further efforts to collect any Accounts and all sums due Factor hereunder have been paid. Factor shall have the right of setoff and recoupment with respect to the Reserve Account and any other sums on deposit with Purchaser.

(d) In Factor's sole discretion, in accordance with the terms of this Agreement, Factor may from time to time advance to Seller against the Purchase Price of Purchased Accounts purchased by Factor hereunder, sums up to the lesser of the Maximum Line Amount or eighty-five percent (85%) of the aggregate Purchase Price of Purchased Accounts outstanding at the time any such Advance is made, less: (1) any such Purchased Accounts that are in dispute; (2) any such Purchased Accounts that Factor, in its sole discretion, deems are owing from a Customer that is not credit worthy; (3) any such Purchased Accounts that are unpaid in excess of ninety (90) days past the invoice date as specified on the original invoice; (4) any such Purchased Accounts that are owing from a Customer for which the amount of Accounts that are unpaid in excess of ninety (90) days past the invoice date as specified on the original invoice is equal to or greater than twenty-five percent (25%) of the total amount of all Accounts owing from that Customer; (5) any such Purchased Accounts which Factor, in its sole discretion, deems to be ineligible; and (6) any fees, actual or estimated, that are chargeable to the Reserve Account. Any Advance shall be payable on demand.

(e) For Factor's services hereunder, Seller shall pay and Factor shall be entitled to receive a factoring commission equal to 0.833% of the gross invoice amount of each Purchased Account, which commission shall be due and payable to Factor on the

date such Purchased Account arises; plus, for any Purchased Account which remains unpaid in excess of thirty-one (31) days from the day the Account was purchased, an additional 0.417% for each fifteen (15) day period or portion thereof thereafter until the Purchased Account is paid or charged back by Factor, in its sole discretion. Factoring commissions shall be chargeable to Seller's Required Reserve Amount.

(f) For commission calculation purposes, collections will be applied against outstanding invoices; three (3) business days following receipt by mail, one (1) business day following receipt by ACH, and on the same day if received by wire at or before 11:00 am central time.

(g) Factor's commission is based upon Seller's maximum selling terms of net sixty (60) days, and Seller will not grant additional dating to any Customer without Factor's prior written approval. If and when such extended terms or additional dating are given to Seller's Customers, Factor's commission with respect to the Purchased Accounts represented thereby shall be increased by one half of one percent (0.50%) for each 30 days, or portion thereof, of extended or additional dating.

(i) IT IS THE INTENTION OF THE PARTIES HERETO THAT AS TO ALL PURCHASED ACCOUNTS, THE TRANSACTIONS CONTEMPLATED HEREBY SHALL CONSTITUTE A TRUE PURCHASE AND SALE OF ACCOUNT(S) UNDER TEXAS BUSINESS AND COMMERCE CODE § 9.318 AND CHAPTER 306 OF THE TEXAS FINANCE CODE OR ANY OTHER APPLICABLE LAW AND AS SUCH, THE SELLER SHALL HAVE NO LEGAL OR EQUITABLE INTEREST IN THE ACCOUNTS SOLD. NEVERTHELESS, IN THE EVENT ANY PORTION OF THIS TRANSACTION IS CHARACTERIZED AS A LOAN, THE PARTIES HERETO INTEND TO CONTRACT IN STRICT COMPLIANCE WITH APPLICABLE USURY LAW FROM TIME TO TIME IN EFFECT. IN FURTHERANCE THEREOF SUCH PARTIES STIPULATE AND AGREE THAT NONE OF THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT SHALL EVER BE CONSTRUED TO CREATE A CONTRACT TO PAY, FOR THE USE, FORBEARANCE OR DETENTION OF MONEY, INTEREST IN EXCESS OF THE MAXIMUM RATE (AS HEREINAFTER DEFINED) FROM TIME TO TIME IN EFFECT UNDER APPLICABLE LAW. NEITHER SELLER, ANY PRESENT OR FUTURE

GUARANTOR OR ANY OTHER PERSON HEREAFTER BECOMING LIABLE FOR THE PAYMENT OF THE ADVANCES OR OTHER OBLIGATIONS DUE HEREUNDER, SHALL EVER BE LIABLE FOR ANY OBLIGATION THAT MAY BE CHARACTERIZED AS UNEARNED INTEREST THEREON OR SHALL EVER BE REQUIRED TO PAY ANY OBLIGATION THAT MAY BE CHARACTERIZED AS INTEREST THEREON IN EXCESS OF THE MAXIMUM AMOUNT THAT MAY BE LAWFULLY CHARGED UNDER APPLICABLE LAW FROM TIME TO TIME IN EFFECT, AND THE PROVISIONS OF THIS SECTION SHALL CONTROL OVER ALL OTHER PROVISIONS OF THIS AGREEMENT WHICH MAY BE IN CONFLICT THERewith. IF ANY INDEBTEDNESS OR OBLIGATION OWED BY SELLER HEREUNDER IS DETERMINED TO BE IN EXCESS OF THE LEGAL MAXIMUM, OR FACTOR SHALL OTHERWISE COLLECT MONEYS WHICH ARE DETERMINED TO CONSTITUTE INTEREST WHICH WOULD OTHERWISE INCREASE THE INTEREST ON ALL OR ANY PART OF SUCH OBLIGATIONS TO AN AMOUNT IN EXCESS OF THAT PERMITTED TO BE CHARGED BY APPLICABLE LAW THEN IN EFFECT, THEN ALL SUCH SUMS DETERMINED TO CONSTITUTE INTEREST IN EXCESS OF SUCH LEGAL LIMIT SHALL, WITHOUT PENALTY, BE PROMPTLY APPLIED TO REDUCE THE THEN OUTSTANDING OBLIGATIONS OR, AT FACTOR'S OPTION, RETURNED TO SELLER OR THE OTHER PAYOR THEREOF UPON SUCH DETERMINATION. IF AT ANY TIME THE RATE AT WHICH INTEREST IS PAYABLE HEREUNDER (IF ANY) EXCEEDS THE MAXIMUM RATE, THE AMOUNT OUTSTANDING HEREUNDER SHALL CEASE BEARING INTEREST UNTIL SUCH TIME AS THE TOTAL AMOUNT OF INTEREST ACCRUED HEREUNDER EQUALS (BUT DOES NOT EXCEED) THE MAXIMUM RATE APPLICABLE HERETO. AS USED IN THIS SECTION, THE TERM "APPLICABLE LAW" MEANS THE LAWS OF THE STATE OF TEXAS OR, IF DIFFERENT, THE LAWS OF THE STATE OR TERRITORY IN WHICH THE SELLER RESIDES, WHICHEVER LAW ALLOWS THE GREATER RATE OF INTEREST, AS SUCH LAWS NOW EXIST OR MAY BE CHANGED OR AMENDED OR COME INTO EFFECT IN THE FUTURE AND

THE TERM "MAXIMUM RATE" MEANS THE MAXIMUM NONUSURIOUS RATE OF INTEREST THAT FACTOR IS PERMITTED UNDER APPLICABLE LAW TO CONTRACT FOR, TAKE, CHARGE OR RECEIVE WITH RESPECT TO THE ADVANCES.

(j) **Transfer.** Upon Factor's acceptance of each Purchased Account, Factor shall be the sole owner and holder of such Purchased Account. Seller hereby sells, transfers, conveys and assigns to Factor all of its right, title and interest in and to each Purchased Account effective at the time of acceptance thereof by Factor. Seller agrees to execute and deliver to each Account Debtor obligated under an Account and/or a Purchased Account such written notice of sale of the Purchased Account as Factor may request.

(k) **Accounting Information.** Factor shall provide Seller with information on the Purchased Accounts and a monthly reconciliation of the factoring relationship relating to billing, collection and account maintenance such as aging, posting, error resolution and mailing of statements. All of the foregoing shall be in a format and in such detail, as Factor, in its sole discretion, deems appropriate. Factor's books and records shall be admissible in evidence without objection as prima facie evidence of the status of the Purchased and non Purchased Accounts and required Reserve Account between Factor and Seller. Each statement, report, or accounting rendered or issued by Factor to Seller shall be deemed conclusively accurate and binding on Seller unless within fifteen (15) days after the date of issuance Seller notifies Factor to the contrary by registered or certified mail, setting forth with specificity the reasons why Seller believes such statement, report, or accounting is inaccurate, as well as what Seller believes to be correct amount(s) therefore. Seller's failure to receive any monthly statement shall not relieve it of the responsibility to request such statement and Seller's failure to do so shall nonetheless bind Seller to whatever Factor's records would have reported. Seller's delivery of any notice under this section shall not, by itself, deem any statement, report or accounting rendered or issued by Factor inaccurate.

Section 4. Seller's Representations and Covenants. Seller, as well as each of Seller's principals, officers, managers, members, and/or partners represent, warrant, and covenant to Factor that:

(a) Seller is either a corporation, limited liability company, limited partnership or other form of Registered Organization, is duly organized, validly

existing and in good standing under the laws of the state of its incorporation or organization and is qualified and authorized to do business and is in good standing in all states in which such qualification and good standing are necessary or desirable.

(b) The execution, delivery and performance by Seller of this Agreement does not and will not constitute a violation of any applicable law, violation of Seller's articles of incorporation or organization or bylaws or operating agreement or any material breach of any other document, agreement or instrument to which Seller is a party or by which Seller is bound.

(c) The Agreement is a legal, valid and binding obligation of Seller enforceable against it in accordance with its terms.

(d) Immediately prior to the execution and at the time of delivery of each Schedule of Accounts, Seller is the sole owner and holder of each of the Accounts described thereon and that upon Factor's acceptance of each Purchased Accounts; it shall become the sole owner and holder of such Purchased Account(s).

(e) No Purchased Account shall have been previously sold or transferred or be subject to any lien, encumbrance, security interest or other claim of any kind of nature. Seller will not factor, sell, transfer, pledge or give a security interest in any of its Accounts to anyone other than Factor. There are no financing statements now on file in any public office covering any Collateral of Seller of any kind, real or personal, in which Seller is named or has signed as the debtor, except the financing statement or statements filed or to be filed in respect of this Agreement or those statements now on file that have been disclosed in writing by Seller to Factor as reflected on the attached Exhibit 4(e). Seller will not execute any financing statement in favor of any other Person, except Factor, during the Term of this Agreement.

(f) The amount of each Purchased Account is due and owing to Seller and represents an accurate statement of a bona fide sale, delivery and acceptance of Goods or performance of service by Seller to or for an Account Debtor pursuant to an arm's length transaction. The terms for payment of Purchased Accounts are not more than sixty (60) days from date of invoice and the payment of such Purchased Accounts is not contingent upon the fulfillment by Seller of any further performance of any nature whatsoever. Each Account Debtor's business is solvent to the best of Seller's knowledge.

(g) There are and shall be no set-offs, allowances, discounts, deductions, counterclaims, or Disputes with respect to any Purchased Account, either at the time it is accepted by Factor for Factor or prior to the date it is to be paid. Seller shall inform Factor, in writing, immediately upon learning that there exists any Account, which is subject to a Dispute. Seller shall accept no returns and shall grant no allowance or credit to any Account Debtor without notice to and the prior written approval of Factor. Seller shall provide to Factor for each Account Debtor who is indebted on a Purchased Account that has been purchased, a weekly report in a form and substance satisfactory to Factor itemizing all such returns and allowances made during the previous week with respect to such Purchased Accounts and at Factor's option a check (or wire transfer) payable to Factor for the amount thereof or in Factor's sole and exclusive discretion, Factor may accept the issuance of a credit memo and apply same to Seller's required Reserve Account.

(h) Seller's address, as set forth in any Application submitted to Factor, is Seller's mailing address, its chief executive office, principal place of business and the office where all of the books and records concerning the Purchased Accounts are maintained which shall not be changed without giving thirty (30) days prior written notice to Factor.

(i) Seller shall maintain its books and records in accordance with GAAP and shall reflect on its books the absolute sale of the Purchased Accounts to Factor. Seller shall furnish Factor, upon request, such information and statements, as Factor shall request from time to time regarding Seller's business affairs, financial condition and results of its operations. Without limiting the generality of the foregoing, Seller shall provide Factor, (i) on or prior to the 30th day of each month, unaudited financial statements (including statements of income, statements of retained earnings and cash flows and a balance sheet) showing the consolidated and consolidating financial condition and results of operations of the Credit Parties for the prior month and for the period from the beginning of the current fiscal year to the last day of that month and certified by a Responsible Officer, (ii) within one hundred twenty (120) days after the end of each of Seller's fiscal years, audited financial statements (including statements of income, statements of retained earnings and cash flows and a balance sheet) showing the consolidated and consolidating financial condition and results of operations of the Credit Parties as of, and for the year ended on that last day, setting out, in each case, in

comparative form, the figures for the previous fiscal year and accompanied by the unqualified opinion of a firm of independent certified public accountants satisfactory to Factor, based on an audit using generally accepted auditing standards, confirming that the financial statements were prepared in accordance with GAAP and present fairly, in all material respects, the consolidated financial condition and results of operations of the Credit Parties, and (iii) such certificates relating to the foregoing as Factor may request, including, without limitation, a monthly certificate from the president and chief financial officer of Seller stating whether any Events of Default have occurred and stating in detail the nature of the Events of Default. Seller will furnish to Factor twenty (20) days after the end of each month, a current listing of all open and unpaid accounts payable and Accounts, and such other items of information that Factor may deem necessary or appropriate from time to time. Unless otherwise expressly provided herein or unless Factor otherwise consents, all financial statements and reports furnished to Factor hereunder shall be prepared and all financial computations and determinations pursuant hereto shall be made in accordance with GAAP, consistently applied.

(j) Seller has paid and will pay all taxes and governmental charges imposed with respect to sale of Goods and furnish to Factor upon request satisfactory proof of payment and compliance with all federal, state and local tax requirements.

(k) Seller will immediately notify Factor of (i) the filing of any lawsuit against Seller involving amounts greater than \$10,000.00, and (ii) any attachment or any other legal process levied against Seller.

(l) The Application made or delivered by or on behalf of Seller in connection with this Agreement, and the statements made therein are true and correct at the time that this Agreement is executed. There is no fact which Seller has not disclosed to Factor in writing which could materially and adversely affect the properties, business or financial condition of Seller, or any of the Purchased Accounts or Collateral, or which is necessary to disclose in order to keep the foregoing representations and warranties from being misleading.

(m) The Statement of Authorized Signatures for Sale/Assignment of Accounts, the form of which is annexed as Exhibit 4(m) and any change in the persons so authorized shall be given to Factor in

writing not less than fifteen (15) days prior to such change.

(n) In no event shall the funds paid to Seller hereunder be used directly or indirectly for personal, family, household or agricultural purposes.

(o) Seller does business under no trade or assumed names except as indicated below:

N/A

(p) Any invoice or written communication that is issued by Seller to Factor by facsimile transmission is a duplicate of the original and may be relied upon by Factor.

(q) Any electronic communication of data, whether by e-mail, tape, disk, or otherwise, that Seller remits or causes to be remitted to Factor shall be authentic and genuine and may be relied upon by Factor.

(r) Seller will permit, and will cause each other Credit Party to permit, any officer, employee, agent, or representative of Factor, at Seller's sole cost and expense, to visit and inspect any of the properties of Seller and the other Credit Parties, to conduct field exams to examine the books of record and Accounts of Seller and the other Credit Parties, to take copies and extracts therefrom, and to discuss the affairs, finances and Accounts of Seller and the other Credit Parties with Seller's current and former officers, employees, accountants and auditors, all at such times and as often as Factor may desire. Seller shall reimburse Factor for its costs and expenses incurred in connection with the collateral reviews.

Section 5. Notice of Purchase. Seller shall authorize Factor to file at such times and places as Factor may designate such Financing Statement, continuations and amendments thereto as are necessary or desirable to give notice of Factor's purchase of the Purchased Accounts under the UCC in effect in any applicable jurisdiction and Factor's Security Interest in Seller's Collateral as provided in Section 6 below.

Section 6. Collateral. In order to secure the prompt and complete payment and performance of all of the Obligations, in addition to the sale of Purchased Accounts, Seller hereby grants to Factor a continuing Security Interest in and lien upon all of Seller's right, title and interest in and to all of Seller's Collateral. Seller agrees to comply with all appropriate laws in order to perfect Factor's security interest in and to the Collateral and to execute such documents and

instruments as Factor may, from time to time, require, and to deliver to Factor a list of all locations of its Inventory, Equipment and Goods. Seller shall provide written notice to Factor of any change in the locations at which it keeps its Inventory, Equipment and Goods at least thirty (30) days prior to any such change. The occurrence of any Event of Default shall entitle Factor to all of the default rights and remedies (without limiting the other rights and remedies exercisable by Factor either prior or subsequent to an Event of Default) as available to a Secured Party under the Uniform Commercial Code then in effect in any other applicable jurisdiction.

Section 7. Collection.

(a) Seller shall notify all Account Debtors and take other necessary or appropriate means to insure that all of Seller's Account(s), whether or not purchased by Factor, shall be paid directly to Factor at a remittance address designated by Factor. Factor shall have the right at any time, either before or after the occurrence of an Event of Default, and without notice to Seller, to notify any or all Account Debtors of the assignment to Factor and to direct such Account Debtors to make payment of all amounts due or to become due to Seller directly to Factor. As to any Account proceeds that do not represent Purchased Accounts and are not allocated to the Reserve Account, and so long as Seller is not in Default, Factor shall be deemed to have received any such proceeds of Accounts as a pure pass-through for and on Account of Seller.

(b) Factor, as the sole and absolute owner of the Purchased Accounts, shall have the sole and exclusive power and authority to collect each such Purchased Account, through legal action or otherwise, and Factor may, in its sole discretion, settle, compromise, or assign, in whole or in part, any of such Purchased Accounts, or otherwise exercise, to the maximum extent permitted by applicable law, any other right now existing or hereafter arising with respect to any of such Purchased Accounts. If Seller receives payment of all or any portion of any of such Purchased Accounts or any other Account, Seller shall notify Factor immediately and shall hold all checks and other instruments so received in trust for Factor and shall deliver to Factor such checks and other instruments without delay.

Section 8. Payments Received by Seller. Should Seller receive payment of all or any portion of any Purchased Account, Seller shall immediately notify Factor of the receipt of the payment, hold said payment in trust for Factor separate and apart from

Seller's own property and funds, and shall deliver said payment to Factor without delay in the identical form in which received, together with an appropriate endorsement. Should Seller receive any check or other payment Instrument with respect to a Purchased Account or after Default any Account and fail to surrender and deliver to Factor said check or payment Instrument within two (2) business days after Seller receipt thereof, Factor shall be entitled to charge Seller a Misdirected Payment Fee to compensate Factor for the additional administrative expenses that the parties acknowledge is likely to be incurred as a result of such breach. In the event any Goods, the sale of which gave rise to a Purchased Account, are returned to or repossessed by Seller, such Goods shall be held by Seller in trust for Factor, separate and apart from Seller's own property and subject to Factor's sole direction and control.

Section 9. Power of Attorney. Seller grants to Factor an irrevocable power of attorney authorizing and permitting Factor, at its sole option, with or without notice to Seller, to do any or all of the following: (a) Endorse the name of Seller on any checks or other evidences of payment whatsoever that may come into the possession of Factor regarding Accounts or Collateral, including checks received by Factor pursuant to Section 7 hereof; (b) Receive, open and dispose of any mail addressed to Seller and put Factor's address on any statements mailed to Account Debtors; (c) Pay, settle, compromise, prosecute or defend any action, claim, conditional waiver and release, or proceeding relating to Purchased Accounts or Collateral; (d) Upon the occurrence of an Event of Default, notify in the name of the Seller, the U.S. Post Office to change the address for delivery of mail addressed to Seller to such address as Factor may designate, provided that Factor shall turn over to Seller all such mail not relating to Purchased Accounts or Collateral; (e) File any Financing Statement deemed necessary or appropriate by Factor to protect Factor's interest in and to the Purchased Accounts or Collateral, or under any provision of this Agreement; (f) Effect debits to any demand Deposit Account or other account that Seller, or Seller's principals who have executed a guaranty agreement, maintain at any bank for any sums due to or from the Seller under this Agreement; (g) demand, in the Seller's name, that any bank that does business with Seller confirm the existence of any control agreement; (h) request in the Seller's name any tax or information return, declaration of estimated tax, or claim for refund, and any amendment or supplement thereto, including supporting schedules, attachments or lists which are supplemental to, or a part of, the return filed, with irrevocable authority, which

authority shall be deemed duly designated by the Seller's board of directors by resolution and as attorney-in-fact as authorized by Title 26 of the United States Code; and (i) to do all other things necessary and proper in order to carry out this Agreement. The authority granted to Factor herein is irrevocable until this Agreement is terminated and all Obligations are fully satisfied. This power of attorney is coupled with an interest.

Section 10. Default and Remedies. An Event of Default shall be deemed to have occurred hereunder and Factor may immediately exercise its rights and remedies with respect to the Purchased Accounts and the Collateral under this Agreement, upon the happening of one or more of the following: (a) Seller or any other Credit Party shall fail to pay as and when due any amount now or hereafter owed to Factor; (b) there shall be commenced by or against Seller any voluntary or involuntary case under the United States Bankruptcy Code; (c) the Seller or any of its assets shall be the subject of an assignment for the benefit of creditors; (d) there has been an appointment of a receiver or custodian of Seller or any of the Collateral; (e) Seller has become insolvent in that its debts are greater than the fair value of its assets, or Seller is generally not paying its debts as they become due; (f) any involuntary lien, garnishment, attachment or the like shall have issued against or shall attach to the Purchased Accounts, the Collateral, or any portion thereof, and the same is not released within ten (10) days; (g) Seller suffers the entry against it of a final judgment for the payment of money in excess of \$10,000.00, unless the same is discharged within thirty (30) days after the date of entry thereof or an appeal or appropriate proceeding for review thereof is timely taken and a stay of execution pending such appeal is obtained; (h) Seller has breached any covenant, warranty or representation set forth herein or same was untrue when made; (i) any report, certificate, schedule, financial statement, profit and loss statement or other statement furnished by Seller, or by any other person on behalf of Seller, to Factor is not true and correct in any material respect; (j) Seller has a federal or state tax Lien filed against any of its properties, or has failed to pay any federal or state tax when due, or failed to file any federal or state tax form as and when due; (k) A material adverse change has occurred in Seller's financial conditions, business or operations; (l) A change in ownership has occurred with respect to twenty five percent (25%) or more of Seller's capital stock, or membership, or partnership interest; (m) any Key Management Person ceases his/her involvement in the day-to-day management or operation of Seller; or (n) any default or event of

default occurs under any other agreement between Factor and any other Credit Party (including, but not limited to, any Sale of Accounts and Security Agreement and any related guaranty, security agreement, or other agreement). Upon an Event of Default, all Obligations due Factor shall become immediately due and payable and Factor shall be entitled to any form of equitable relief that may be appropriate without having to establish any inadequate remedy at law or other grounds other than to establish that any of its Collateral is subject to being improperly used, moved, dissipated or withheld from Factor. Factor shall be entitled to freeze, debit and/or effect a set-off or recoupment against any fund or account Seller may maintain with any bank. In the event Factor deems it necessary to seek equitable relief, including, but not limited to, injunctive or receivership remedies, as a result of an Event of Default, Seller waives any requirement that Factor post or otherwise obtain or procure any bond. Alternatively, in the event Factor, in its sole discretion, desires to procure and post a bond, Factor may procure and file with the court a bond in an amount up to and not greater than \$10,000.00 notwithstanding any common or statutory law requirement(s) to the contrary. Upon Factor's posting of such bond, it shall be entitled to all benefits as if such bond was posted in compliance with state law. Seller also intentionally and knowingly waives any right it may be entitled to, including an award of attorney's fees or costs, in the event any equitable relief sought by and awarded to Factor is thereafter, for whatever reason(s), vacated, dissolved or reversed. All amounts awarded in any judgment or order shall bear interest at the rate of 18% per annum.

Upon an Event of Default, all of Seller's rights of access to any online, internet services that Purchaser makes available to Seller shall be provisional pending Seller's curing of all such Events of Default. During such period of time, Purchaser may limit or terminate Seller's access to Purchaser's online services. Seller acknowledges that the information Purchaser makes available to Seller constitutes and satisfies any duty to respond to a request for an accounting or request regarding a statement of account that is referenced in Texas Business & Commerce Code Section 9.210 or any equivalent section of the Uniform Commercial Code of any other applicable jurisdiction. After an Event of Default, the parties acknowledge that it shall be presumed commercially reasonable and Purchaser shall have no duty to undertake to collect any Account or Account Purchased, including those in which Purchaser receives information from an Account Debtor that a Dispute exists. Furthermore, in the event Purchaser undertakes to collect from or

enforce an Obligation of an Account Debtor or other person obligated on Collateral and ascertains that the possibility of collection is outweighed by the likely costs and expenses that will be incurred, Purchaser may at any such time cease any further collection efforts and such action shall be considered commercially reasonable. Before Seller may, under any circumstances, seek to hold Purchaser responsible for taking any uncommercially reasonable action, Seller shall be required to first notify Purchaser, in writing, of all reasons why Seller believes Purchaser has acted in any uncommercially reasonable manner and advise Purchaser of the action that Seller believes Purchaser should take. Seller's sole remedy for any breach alleged to have been committed by Purchaser of any Obligation or duty owed under the Agreement, any other agreement between Seller and Purchaser or any duty or Obligation arising out of or related to this Agreement shall be limited to any amount in the Reserve Account at the time notice of such breach is first given to Purchaser, in writing. Under no circumstances shall Purchaser be liable for any incidental, special or consequential damages, including, but not limited to, loss of goodwill, loss of profit, or any other losses associated therewith, whether Purchaser did or did not have any reason to know of a loss that may result from any general or particular requirement of Seller.

Section 11. Cumulative Rights; Waivers. All rights, remedies and powers granted to Factor in this Agreement, or in any other instrument or agreement deliver Seller and Factor, or otherwise available to Factor in equity or at law, are cumulative and may be exercised singularly or concurrently with such other rights as Factor may have. These rights may be exercised from time to time as to all or any part of the Purchased Accounts purchased hereunder or the Collateral as Factor, in its sole discretion, may determine. In the event that any part of this transaction between Seller and Factor is construed to be a loan from Factor to Seller, any Advances or payments made as the Purchase Price for all Purchased Accounts shall be secured by the Purchased Accounts and the Collateral and the Factor shall have all rights and remedies available to Factor in equity and at law in addition to its rights and remedies hereunder. Factor may not be held to have waived its rights and remedies unless the waiver is in writing and signed by Factor. A waiver by Factor of a right, remedy or Default under this Agreement on one occasion is not a waiver of any right, remedy or Default on any subsequent occasion. Any failure by Factor to exercise, or any delay by Factor in exercising such right or any other right, shall not in

any manner impair the subsequent exercise by Factor of any of its rights.

Section 12. Notices. Any notice or communication with respect to this Agreement shall be given in writing to Seller or Factor at the following address (or such other address as Seller or Factor may designate pursuant to a written notice delivered to the other party in accordance with this Section 12:

Factor:

Briar Capital, L.P.
1500 City West Boulevard, Suite 560
Houston, Texas 77042
Attn: Timothy C. McCabe

Seller:

Attn: _____

All notices shall be sent by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) prepaid telegram, telex or telecopy, so long as proof of such transmission is maintained, addressed to each party hereto at its address set forth below or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telegram, telex or telecopy, upon receipt.

Section 13. Term. The Original Term of this Agreement shall be from the date hereof until September __, 2016, provided that this Agreement shall be extended automatically on an annual basis thereafter, unless written notice of termination is given by one party hereto to the other party hereto at least sixty (60) days, but not more than ninety (90) days, prior to the end of the Original Term or any extension thereof. Any such notice of termination, however, and notwithstanding payment in full of all Obligations by Seller, is conditioned on Seller's delivery to Factor of a general release in a form reasonably satisfactory to Purchaser. Seller understands that this provision constitutes an

intentional and knowing waiver of its rights under Texas Business & Commerce Code Section 9.513 or under an equivalent section of the Uniform Commercial Code of any other applicable jurisdiction. Factor shall not be required to record any terminations or satisfactions of any of Factor's Liens on the Collateral unless and until Seller has executed and delivered to Factor said general release and Seller shall have no authority to do so without Factor's express written consent. Any termination of this Agreement shall not affect Factor's Security Interest in the Collateral and Factor's ownership of the Purchased Accounts, and this Agreement shall continue to be effective, until all transactions entered into and Obligations incurred hereunder have been completed and satisfied in full. Notwithstanding anything to the contrary herein, and assuming no Default by Seller in which event Factor may terminate this Agreement without notice, Factor may terminate this Agreement at any time by giving not less than thirty (30) days notice, in which event Seller shall not be obligated to pay any Termination Fee.

Section 14. Attorney's Fees. Seller agrees to reimburse Factor for all reasonable attorney's fees, and taxable and non-taxable costs and expenses incurred by Factor in the preparation, negotiation and enforcement of this Agreement and protecting or enforcing its interest in the Accounts or the Collateral, in collecting the Accounts or the Collateral, or in the representation of Factor in connection with any bankruptcy case or insolvency proceeding involving Seller, the Collateral, any Account Debtor or any Accounts including any defense of any Avoidance Claims. Seller hereby authorizes Factor, at Factor's sole discretion, to deduct such fees, costs and expenses from the required Reserve Account or may make demand therefore. Notwithstanding the existence of any law, statute or rule, in any jurisdiction which may provide Seller with a right to attorney's fees, costs, and/or expenses, Seller hereby waives any and all rights to hereafter seek attorney's fees or costs hereunder and Seller agrees that Factor exclusively shall be entitled to indemnification and recovery of any and all attorney's fees, and taxable and non-taxable costs and expenses in respect to any litigation based hereon, arising out of, or related hereto, whether under, or in connection with, this and/or any agreement executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party and in the enforcement and collection of any judgment entered in such litigation.

Section 15. Indemnity. Seller hereby indemnifies and agrees to hold harmless and defend Factor for,

from and against any and all claims, judgments, liabilities, fees and expenses (including attorney's fees) which may be imposed upon, threatened or asserted against Factor at any time and from time to time in any way connected with this Agreement or the Collateral. The foregoing indemnification shall apply whether or not such indemnified claims are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability, or are caused, in whole or in part, by any negligent act or omission of Factor.

Section 16. Severability. Each and every provision, condition, covenant and representation contained in this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

Section 17. Parties in Interest. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Seller may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of Factor. Factor reserves the right to assign its rights and Obligations under this Agreement in whole or in part to any Person or entity.

Section 18. Governing Law: Submission to Process and Venue. This Agreement shall be deemed a contract made under the laws of the State of Texas and shall be construed and enforced in accordance with and governed by the internal laws of the State of Texas, without reference to the rules thereof relating to conflicts of law. Seller hereby irrevocably submits itself to the exclusive jurisdiction of the state and federal courts located in Texas, and agrees and consents that service of process may be made upon it in any legal proceeding relating to this Agreement, the purchase of Accounts or any other relationship between Factor and Seller by any means allowed under state or federal law. Any legal proceeding arising out of or in any way related to this Agreement, the purchase of Accounts or any other relationship between Factor and Seller shall be brought and litigated in only the state or federal courts located in the State of Texas in any county in which the Factor has a business location, the selection of which shall be in the exclusive discretion of Factor. Seller hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, that any such proceeding, is brought in any

inconvenient forum or that the venue thereof is improper.

Section 19. Complete Agreement. This Agreement, the written Documents executed pursuant to this Agreement, if any, and the acknowledgment delivered in connection herewith set forth the entire understanding and agreement of the parties hereto with respect to the transactions contemplated herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No modification or amendment of or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced. There are no unwritten, oral agreements between the parties.

Section 20. Miscellaneous.

(a) Seller acknowledges that there is no, and it will not seek or attempt to establish any, fiduciary relationship between Factor and Seller, and Seller intentionally and knowingly waives any right to assert, now or in the future, the existence or creation of any fiduciary relationship between Factor and Seller in any action or proceeding (whether by way of claim, counterclaim, crossclaim or otherwise) for damages.

(b) This Agreement shall be deemed to be one of financial accommodation and not assumable by any debtor, trustee or debtor-in-possession in any bankruptcy proceeding without Factor's express written consent and may be suspended in the event a petition in bankruptcy is filed by or against Seller.

(c) In the event any of Seller's principals, officers, directors, manager(s), members, or partners form a successor entity, whether corporate, partnership, limited liability company or otherwise, similar to that of Seller during the term of this Agreement, such entity shall be deemed to have expressly assumed the Obligations due Factor by Seller under this Agreement. Upon the formation of any such entity, Factor shall be deemed to have been granted an irrevocable power of attorney with authority to execute, on behalf of the newly formed successor business, a new UCC-1 or UCC-3 financing statement and have it filed with the appropriate secretary of state or UCC filing office. Factor shall be held-harmless and be relieved of any liability statement or the resulting perfection of a lien in any of the successor entity's assets. In addition, Factor shall have the right to notify the successor entity's Account Debtors of Factor's Lien rights, its

right to collect all Accounts, and to notify any new Factor or lender who has sought to procure a competing lien of Factor's right is in such successor entity's assets.

(d) Seller expressly authorizes Factor to access the systems of and/or communicate with any shipping or trucking company in order to obtain or verify tracking, shipment or delivery status of any Goods relating to any Purchased Account.

(e) Seller's principal(s) acknowledge that the duty to accurately complete each Schedule of Accounts is critical to this Agreement and as such all Obligations with respect thereto are nondelegable. Each of Seller's principal(s) acknowledge that he/she shall remain fully responsible for the accuracy of each Schedule of Accounts delivered to Factor regardless of who is delegated the responsibility to prepare and/or complete such Schedule of Accounts.

(f) Seller shall indemnify and defend Factor from any loss arising out of the assertion of any Avoidance Claim. Seller shall notify Factor within two (2) business days of it becoming aware of the assertion of an Avoidance Claim.

(g) Seller agrees to execute any and all forms (i.e. Forms 8821 and/or 2848) that Factor may require in order to enable Factor to obtain and receive tax information issued by the Department of the Treasury, Internal Revenue Service, or receive refund checks.

(h) Seller will cooperate with Factor in obtaining a control agreement in form and substance satisfactory to Factor with respect to Collateral consisting of: Deposit Accounts; Investment Property; Letter of Credit Rights; and electronic Chattel Paper.

(i) In order to satisfy any of the Obligations, Seller (as receiver) authorizes Purchaser (as originator) to initiate electronic debit entries to

payment processors through the Automated Clearing House Network to any receiving depository financial institution where a Deposit Account is maintained by Seller.

Section 21. Waiver of Jury Trial, Punitive and Consequential Damages, Etc. Seller and Factor hereby (a) irrevocably waive any right either may have to a trial by jury in respect to any litigation at any time arising directly or indirectly out of, under or in connection with this Agreement or any transaction contemplated hereby or associated herewith; (b) Seller irrevocably and intentionally and knowingly waives, to the maximum extent permitted by law, any right it may have to claim or recover in any such litigation any special, exemplary, punitive or consequential damages, or damages other than, or in addition to, actual damages and Seller hereby releases and exculpates Factor, its officers, directors, employees, agents, attorney's and designees, from any liability arising from any acts under this Agreement or in furtherance thereof whether of omission or commission, and whether based upon any error of judgment or mistake of law or fact, except for willful misconduct ; (c) and Seller certifies that no party hereto nor any representative or agent or counsel for any party hereto has represented, expressly or impliedly, that such party would not, in the event of litigation, seek to enforce the foregoing waivers; and (d) Seller acknowledges that Factor has been induced to enter into this Agreement and the transactions contemplated hereby, in part, as a result of the mutual waivers and certifications contained in this section.

[SIGNATURES ON NEXT PAGE]

In Witness Whereof, the parties have set their hands and seals on the day and year first hereinabove written.

BRIAR CAPITAL, L.P.,
a Texas limited partnership

By: Briar Capital General, LLC,
a Texas limited liability company,
its General Partner

By: _____
Tim McCabe, President

DYNAMIC RENTAL SYSTEMS, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2015,

by _____

Notary Public

EXHIBIT 1.1

DEFINITIONS

“Account(s)” includes a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of or (ii) for services rendered or to be rendered.

“Account Debtor(s)” or “Customer” means any Person who is obligated on an Account, Chattel Paper or General Intangible.

“Advance(s)” means amounts advanced by Factor to the Seller under this Agreement.

“Agreement” means the Sale of Accounts and Security Agreement, including the Exhibits and any Schedules hereto, and all amendments, modifications and supplements hereto and thereto and restatements hereof and thereof.

“Application” means each application made by Seller in connection with this Agreement.

“Avoidance Claim” means any claim that any payment received by Factor from or for the account of an Account Debtor is avoidable under the Bankruptcy Code or any other debtor relief statute.

“Chattel Paper” means a record or records that evidence both a monetary obligation and a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods, and includes Electronic Chattel Paper and Tangible Chattel Paper.

“Collateral” means and includes all of the Sellers’ right, title and interest in, to, and under the following, in each case wherever located, whether now or hereafter existing or arising, and whether now owned or hereafter acquired: all Accounts; all Chattel Paper; all Instruments; all Commercial Tort Claims; all Deposit Accounts, bank accounts, deposits and cash; all Documents; all General Intangibles (including, without limitation, all patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, copyright applications, registrations, licenses, software, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, contract rights, payment intangibles, security interests, security deposits and rights to indemnification); all Goods (including, but not limited to, all Equipment, all files, correspondence, computer programs, tapes, disks and related data processing software which contain information identifying or pertaining to any of the Collateral or any Account Debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof); all Inventory; all Proceeds of Inventory; all Investment Property; all Letters of Credit and Letter of Credit rights; all Supporting Obligations; and all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing Property, and all of Seller’s books and records relating to any of the foregoing and to Seller’s business.

“Commercial Tort Claim” means a claim arising in tort with respect to which: (A) The claimant is an organization; or (B) The claimant is an individual and the claim: (i) arose in the course of the claimant’s business or profession; and (ii) does not include damages arising out of personal injury to or the death of an individual.

“Credit Party” means each of, and “Credit Parties” means all of, Seller, [Dynamic Rental Systems, LLC, a Texas limited liability company, Dynamic Rental & Transportation Systems, LLC, a Texas limited liability company, One Source Well Services, LLC, a Texas limited liability company, One Source Industrial Services, LLC, a Texas limited liability company, One Source Industrial Environmental, LLC, a Texas limited liability company, One Source Industrial Safety & Supply, Inc., a Texas corporation, SJ Industries, LLC, a Texas limited liability company, Scott Jordan, an individual, One Source Industrial Holdings LLC, a Texas limited liability company, and One Source Industrial LLC, a Texas limited liability company.] [**Note: update list when duping out for each Seller**].

“Date of Collection” means the date a check, draft or other item representing payment on an invoice is received by Factor.

“Default” means any of the events specified in Section 10 of this Agreement that, with the passage of time or giving of notice or both, would constitute an Event of Default.

“Deposit Account(s)” means any demand, time, savings, passbook or like account maintained with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a certificate of deposit that is an instrument under the UCC.

“Dispute(s)” or “Disputed Account(s)” means any claim, whether or not provable, bona fide, or with or without support, made by an Account Debtor as a basis for refusing to pay a Purchased Account, either in whole or in part, including, but not limited to, any contract dispute, charge back, credit, right to return Goods, or other matter which diminishes or may diminish the dollar amount or timely collection of such Account.

“Documents” means a document of title or a receipt of the type described in UCC 47-7201, subsection B.

“Equipment” means Goods other than Inventory.

“Event(s) of Default” means any of the events specified in Section 10 of this Agreement.

“Factor’s Costs” means and includes: (a) filing, recording, wiring, publication and search fees incurred by Factor relating to Seller; all costs and expenses incurred by Factor in the enforcement of its rights and remedies under this Agreement; (b) telephone, facsimile and delivery charges, and all the expenses of field examinations of Seller’s Books; (c) all expenses for travel, lodging and food incurred by Factor’s personnel in collecting the Accounts or realizing upon the Collateral; (d) all costs and expenses incurred in gaining possession of, maintaining, handling, preserving, storing, repairing, shipping, selling, preparing for sale and advertising to sell the Collateral, whether or not a sale is consummated; (e) all expenses involved in fulfilling in whole or in part any purchase order from an Account Debtor; and (f) all costs and expenses associated with any field exam, inspect, or review of any Collateral.

“Financial Inability to Pay” means an Account Debtor’s insolvency such that the value of its assets are exceeded by its fixed, liquidated and non-contingent liabilities.

“Financing Statement” means each Uniform Commercial Code financing statement naming the Factor as purchaser/secured party and the Seller as Seller/debtor, in connection with this Agreement.

“Full Recourse” means that each Account(s) assigned to and purchased by Factor is with full recourse to Seller and at Seller’s sole credit risk.

“GAAP” means generally accepted accounting principles consistently applied and maintained throughout the period indicated and consistent with the prior financial practice of the Person referred to.

“General Intangible” means any personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Inventory, Investment Property, Letters of Credit rights, Letters of Credit and Money. Payment Intangibles and software, however, are included.

“Goods” means all things that are movable when a security interest attaches. The term does not include Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles, Instruments, Investment Property, Letter of Credit Rights, Letters of Credit or Money.

“Guaranty” means that certain Guaranty Agreement dated as of the date hereof, executed by Seller in favor of Purchaser to guarantee, among other things, the complete payment and performance of the “Obligation(s)” under, and as defined in, each of the Other Briar Factoring Agreements.

“Instrument” means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment. The term does not include (i) Investment

Property, (ii) Letters of Credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for us with the card.

“Inventory” means Goods which are leased by Seller as lessor, are held by Seller for sale or lease or to be furnished under a contract of service or raw materials, work in process, or materials used or consumed in Seller’s business.

“Investment Property” means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account.

“Key Management Person (s)” means Mark Breaux.

“Letter of Credit Right” a right to payment or performance under a Letter of Credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance. The term does not include the right of a beneficiary to demand payment or performance under a Letter of Credit.

“Lien” means, as applied to the property of any Person, the filing of, or any agreement to give, any financing statement under the UCC or its equivalent in any jurisdiction.

“Maximum Line Amount” means [] dollars (\$[]).

“Misdirected Payment Fee” means fifteen percent (15%) of the amount of any payment on account of a Purchased Account which has been received by Seller and not delivered in kind to Factor within two (2) business days after the date of receipt by Seller.

“Net Invoice Amount” means the invoice amount of the Purchased Account, less returns (whenever made), all selling discounts (at Factor’s option, calculated on shortest terms), and credit or deductions of any kind allowed or granted to or taken by the Customer at any time.

“Obligation(s)” means all present and future debt, liabilities, and other obligations owing by Seller and the other Credit Parties to Factor, whether or not for the payment of money, whether or not evidenced by any note or other instrument, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during or after the commencement of any bankruptcy case in which Seller or any other Credit Party is a debtor, including, but not limited to, any obligations arising pursuant to letters of credit or acceptance transactions or any other financial accommodations, including, but not limited to, indebtedness, liabilities, and other obligations of Seller to Factor under this Agreement and under the Guaranty.

“Original Term” means the term of this Agreement as reflected in section 13 and “Term” means the Original Term and any extensions thereof.

“Other Briar Factoring Agreements” means (a) this Agreement, (b) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between Dynamic Rental & Transportation Systems, LLC, a Texas limited liability company, as seller, and Factor, (c) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Well Services, LLC, a Texas limited liability company, as seller, and Factor, (d) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Services, LLC, a Texas limited liability company, as seller, and Factor, (e) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Environmental, LLC, a Texas limited liability company, as seller, and Factor, and (f) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Safety & Supply, Inc., a Texas corporation, as seller, and Factor.

“Person” means an individual, corporation, partnership, association, trust or unincorporated organization or a government or any agency or political subdivision thereof.

“Purchase Price” means the price that Factor pays Seller for each Purchased Account which price shall equal the Net Invoice Amount less Factor’s factoring commission.

“Purchased Account(s)” means an Account which is deemed acceptable for purchase as determined by Factor in the exercise of its sole credit or business judgment and for which Factor has made payment of the sum specified in Section 2 of the Agreement constituting Factor’s acceptance of an Account.

“Responsible Officer” means the president, vice president, chief financial officer, treasurer, or controller of Seller.

“Reserve Account” means a bookkeeping entry on the books of the Factor representing an unpaid portion of the Purchase Price, maintained by Factor to ensure Seller’s performance with the provisions hereof.

“Reserve Percentage” means fifteen (15%) percent of the face amount of the Purchased Accounts and as such percent may change in accordance herewith.

“Reserve Shortfall” means the amount by which the Reserve Account is less than the Required Reserve Amount.

“Required Reserve Amount” means the Reserve Percentage multiplied by the unpaid balance of all Purchased Accounts.

“Schedule of Accounts” means a form supplied by Factor from time to time wherein Seller lists those Accounts it requests Factor purchase under the terms of this Agreement.

“Security Interest” means the Liens of Factor on and in the Collateral affected hereby or pursuant to the terms hereof or thereof.

“Supporting Obligation” means a Letter of Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

“Term” means the Original Term or any extension thereof, as applicable.

“Termination Fee” a fee payable to Factor in the event Seller terminates this Agreement prior to the end of the Original Term or Term of this Agreement. The fee shall be: zero (\$0).

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas.

EXHIBIT 2(b)**SCHEDULE OF ACCOUNTS SOLD/ BILL OF SALE**Client's Name: **Dynamic Rental Systems, LLC**

Schedule Number _____

Date _____

Invoice Date	Invoice Number	Name of Account Debtor	Location	Invoice Amount
TOTAL:				

ASSIGNMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for value received has sold transferred and assigned and does hereby sell, transfer and assign to Briar Capital, LP (hereinafter called the "Buyer"), its successors and assigns, in accordance with the provision of that certain Sale of Accounts and Security Agreement heretofore duly executed and delivered by the undersigned and duly accepted by the Buyer, and any amendments thereto (hereinafter called the "Agreement"), each Account, listed hereon, and all right, title and interest of the undersigned in and to such Account(s) and in and to all merchandise, the sale of which shall have given rise to such Account(s), including all of the undersigned's right of stoppage in transit replevin and reclamation as an unpaid vendor. Each Account is made a part hereof as if attached or incorporated herein for specific terms, conditions, provisions and description of said Account(s).

For the purpose of inducing the Buyer to purchase such Account(s), the undersigned hereby reaffirms all warranties under the Agreement applicable to such Account(s) and Account Debtors. In the event of any

breach of any such warranty, the Buyer, its successors and assigns, shall have such rights, *inter alia*, as are provided in the Agreement.

The undersigned in his/her business capacity and PERSONALLY warrants and represents that, with respect to each Account, since the last sale of Accounts by the undersigned to the Buyer, no merchandise has been returned or rejected, no defense, dispute, claim, offset or counterclaim has developed or has been asserted with respect to any Account heretofore sold, transferred and assigned by the undersigned to the Buyer, which has not been or is not contemporaneously being reported in writing by the undersigned to the Buyer.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this ____ day of _____, 2015.

By: _____ Print Name: _____ Title: _____
(Signature)

EXHIBIT 4(e)

DISCLOSED LIENS

*need to add liens here

EXHIBIT 4(m)

**STATEMENT OF AUTHORIZED SIGNATURES FOR SALE/ASSIGNMENT OF
ACCOUNTS**

Gentlemen:

This is to advise you that the persons whose signatures appear below are hereby authorized to execute, on behalf of the undersigned corporation, any Schedule of Accounts Sold/Bill of Sale of accounts pursuant to the terms of the Sale of Accounts and Security Agreement between Briar Capital, LP and Dynamic Rental Systems, LLC dated as of September __, 2015, and you are hereby authorized to accept the said signatures of such persons until such authorization is revoked in writing. Each of the persons below have been advised that the execution of the Schedule of Accounts Sold is a non-delegable duty and that each is deemed to have made the representations, warranties and covenants as provided in the Sale of Accounts and Security Agreement with each Schedule.

Very truly yours,

By: _____

Date: _____, 2015.

AUTHORIZED SIGNATURES:

Typed or Printed Name

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Signature

EXHIBIT “B”

GUARANTY AGREEMENT
One Source Industrial Holdings, L.L.C.

This GUARANTY AGREEMENT (this "*Guaranty*"), dated as of October [], 2015, is made by ONE SOURCE INDUSTRIAL HOLDINGS, L.L.C. a Texas limited liability company ("*Guarantor*"), whose address is 16055 Space Center Blvd., Suite 170, Houston, Texas 77062, Attn: Mark Breau, in favor of BRIAR CAPITAL, L.P., a Texas limited partnership ("*Purchaser*"), whose address for purposes of this Guaranty is 1500 City West Boulevard, Suite 560, Houston, Texas 77042, Attn: Timothy C. McCabe.

RECITALS

A. Purchaser has also agreed, subject to the terms and conditions therein, to purchase certain accounts receivable pursuant to (i) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between Dynamic Rental Systems, LLC, a Texas limited liability company ("*DRS*"), as seller, and Secured Party, as purchaser (the "*DRS Factoring Agreement*"), (ii) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between Dynamic Rental & Transportation Systems, LLC, a Texas limited liability company ("*DRTS*"), as seller, and Secured Party, as purchaser (the "*DRTS Factoring Agreement*"), (iii) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Well Services, LLC, a Texas limited liability company ("*OSWS*"), as seller, and Secured Party, as purchaser (the "*OSWS Factoring Agreement*"), (iv) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Services, LLC, a Texas limited liability company ("*OSIS*"), as seller, and Secured Party, as purchaser (the "*OSIS Factoring Agreement*"), (v) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Environmental, LLC, a Texas limited liability company ("*OSIE*"), as seller, and Secured Party, as purchaser (the "*OSIE Factoring Agreement*"), and (vi) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Safety & Supply, Inc., a Texas corporation ("*OSISS*"), and together with DRS, DRTS, OSWS, OSIS, and OSIE, collectively, "*Sellers*" and each individually, a "*Seller*"), as seller, and Secured Party, as purchaser (the "*OSISS Factoring Agreement*," and together with the DRS Factoring Agreement, the DRTS Factoring Agreement, the OSWS Factoring Agreement, the OSIS Factoring Agreement, and the OSIE Factoring Agreement, in each case as amended, restated, or supplemented from time to time, collectively, the "*Factoring Agreements*" and each individually, a "*Factoring Agreement*").

B. Guarantor (i) either owns an equity interest in, or is an affiliate of, each of the Sellers, (ii) is engaged in a common business enterprise with each of the Sellers, and (iii) has agreed to enter into this Guaranty so that the Sellers can receive the benefits of the financial accommodations contemplated by the Factoring Agreements.

C. In Guarantor's judgment, the value of the consideration received and to be received by it under each of the Factoring Agreements is reasonably worth at least as much as its liability and obligation under this Guaranty, and such liability and obligation may reasonably be expected to benefit Guarantor directly or indirectly.

D. It is expressly understood among Sellers, Guarantor, and Purchaser that the execution and delivery of this Guaranty is a condition precedent to Purchaser's obligations to purchase accounts receivable from Sellers pursuant to the Factoring Agreements.

Now, therefore, in consideration of the premises and in order to induce Purchaser to enter into, and purchase accounts receivable from Sellers pursuant to, the Factoring Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Guarantor, Guarantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined in this Guaranty shall have the meanings given them in the Factoring Agreements. As used in this Guaranty, the following terms shall have the following meanings:

"*Event of Default*" means a "*Default*" or an "*Event of Default*," in each case under, and as defined in, each of the Factoring Agreements.

“Guaranteed Obligations” is defined in *Section 3*.

“Indemnitees” is defined in *Section 20*.

“Factoring Documents” means the Factoring Agreements, this Guaranty, and all other guaranties, security agreements, pledge agreements, and other agreements, documents, and instruments executed in connection herewith or therewith or to create or perfect a lien on any Collateral (as defined in each of the Factoring Agreements), in each case together with all certificates and requests, and all annexes, exhibits and schedules to any of the foregoing.

“Obligor” means each Seller, Guarantor, and any other Person that has or that will have any liability (actual or contingent) and whether alone or jointly with any other Person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any jurisdiction) to Purchaser for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Factoring Documents.

“Paid in Full” means the Guaranteed Obligations have been indefeasibly paid in full in cash and each of the Factoring Agreements have irrevocably terminated.

“Person” means any natural person, corporation, partnership, firm, association, trust, unincorporated organization, limited liability company, governmental authority or other entity, whether acting in an individual, fiduciary or other capacity.

“Secured Obligations” means the **“Obligation(s)”** under, and as defined in, each of the Factoring Agreements, and all other present and future obligations and liabilities (whether actual or contingent and whether now or hereafter owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any jurisdiction) of each Obligor to Purchaser under all or any of the Factoring Documents, together with:

- (a) costs, charges and expenses incurred by Purchaser in connection with or the protection, preservation or enforcement by Purchaser of its rights under the Factoring Documents;
- (b) any refinancing, novation, refunding, deferral, modification, renewal or extension of or increase in any of those obligations or liabilities;
- (c) any purchases of accounts receivable or other advances that may be made at any time and from time to time by Purchaser to any Obligor under any agreement expressed to be supplemental to any of the Factoring Documents and all charges, discounts, fees and costs in connection therewith;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Factoring Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise;
- (f) all other amounts now or in the future owed by an Obligor to Purchaser under any one or more of the Factoring Documents; and
- (g) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency, bankruptcy or other proceedings.

SECTION 2. Interpretation.

- (a) In this Guaranty, unless a clear contrary intention appears (i) the singular number includes the plural number and *vice versa*, (ii) reference to any gender includes each other gender, (iii) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Guaranty as a

whole and not to any particular Section or other subdivision, (iv) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Guaranty, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, *provided that* nothing in this *clause (iv)* is intended to authorize any assignment not otherwise permitted by this Guaranty or the Factoring Agreements, (v) reference to any agreement (including this Guaranty), document or instrument means such agreement, document or instrument as amended, modified, supplemented or extended and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of this Guaranty, (vi) unless the context indicates otherwise, reference to any Section, clause, paragraph, Schedule or Exhibit means such Section, clause or paragraph of this Guaranty or such Schedule or Exhibit to this Guaranty, (vii) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term; the word "or" is not exclusive; and the word "all" includes "and" and the word "any" includes "all", (viii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but excluding"; and (ix) reference to any law, ordinance, statute, code, rule, regulation, interpretation or judgment means such law, ordinance, statute, code, rule, regulation, interpretation or judgment as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The Section and other headings in this Guaranty are for convenience only and shall not affect the construction of this Guaranty.

(c) No provision of this Guaranty shall be interpreted or construed against any Person solely because that Person or its legal representative drafted such provision.

SECTION 3. Guaranty. Guarantor hereby absolutely, unconditionally and irrevocably guarantees (as primary obligor and not merely as surety) the complete and punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of the Secured Obligations, and all other obligations and covenants of each Obligor now or hereafter existing under each of the Factoring Agreements and the other Factoring Documents, whether for principal, charges, discounts (including any charges, discounts, and other amounts accruing or becoming owing both prior to and subsequent to the commencement of any proceeding against or with respect to any Obligor under any bankruptcy or insolvency proceeding), fees, commissions, expenses (including court costs and reasonable counsel fees and expenses), and agrees to pay all costs and expenses, if any, incurred by Purchaser in connection with enforcing any rights under this Guaranty. The obligations of Guarantor to Purchaser under this Guaranty are referred to in this Guaranty as the "***Guaranteed Obligations***"; *provided that*, the Guaranteed Obligations of Guarantor under this Guaranty shall not exceed an amount that is \$1.00 less than that amount that would render Guarantor's obligations under this Guaranty subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state or foreign law. Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the Guaranteed Obligations of Guarantor without impairing this Guaranty or affecting the rights and remedies of Purchaser.

(a) No payment made by any Obligor or any other guarantor (other than Guarantor making such payment) or any other Person or received or collected by Purchaser from any Obligor, any such other guarantor (other than Guarantor making such payment) or any other Person (other than Guarantor making such payment) by virtue of any action or proceeding or any set-off or appropriation or application at any time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Guarantor for the Guaranteed Obligations under this Guaranty.

(b) This Guaranty is an absolute, unconditional, present and continuing guaranty of payment and performance and not of collectability and is in no way conditioned upon any attempt to collect from any other Obligor or any other action, occurrence or circumstance whatsoever.

SECTION 4. Payment Under Guaranty; Guaranty Unconditional. Guarantor guarantees that the Guaranteed Obligations will be paid promptly within five (5) days after written demand by Purchaser. Subject to the termination of this Guaranty, until the Guaranteed Obligations have been Paid in Full in accordance with **Section 15**, the obligations of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable, and shall be performed in accordance with the terms of this Guaranty, notwithstanding:

(a) any extension, renewal, modification, settlement, compromise, waiver or release in respect of any Guaranteed Obligations;

(b) any extension, renewal, amendment, modification, rescission, waiver or release in respect of any Factoring Document;

(c) any release, exchange, substitution, non perfection or invalidity of, or failure to exercise rights or remedies with respect to, any direct or indirect security for any Guaranteed Obligations, including the release of any other guarantor or other Person liable on any obligations of an Obligor under the Factoring Documents;

(d) any change in the existence, structure or ownership of any Obligor or any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligor, any guarantor or any of their respective assets;

(e) the existence of any claim, defense, set-off or other rights or remedies which any other guarantor at any time may have against any Obligor, or any Obligor or any other guarantor may have at any time against Purchaser or any other Person, whether in connection with this Guaranty, the Factoring Documents, the transactions contemplated hereby or thereby or any other transaction;

(f) any invalidity or unenforceability for any reason of this Guaranty or the other Factoring Documents, or any provision of law purporting to prohibit the payment or performance by any Obligor or any other guarantor of the Guaranteed Obligations or the Factoring Documents, or of any other obligation to Purchaser;

(g) any failure to give notice of the occurrence of an Event of Default; or

(h) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

SECTION 5. Effect of Debtor Relief Laws. If, after receipt of any payment of, or proceeds of any security applied (or intended to be applied) to the payment of, all or any part of the Guaranteed Obligations, Purchaser is for any reason compelled to surrender such payment or proceeds to any Person (a) because such payment or application of proceeds is or may be under applicable law avoided, invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, fraudulent conveyance, fraudulent transfer, impermissible set-off or a diversion of trust funds, or (b) for any other reason under applicable law, including (i) any judgment, decree or order of any court or administrative body having jurisdiction over Purchaser or any of its properties, or (ii) any settlement or compromise of any such claim effected by Purchaser with any such claimant (including any Obligor), then the Guaranteed Obligations or part thereof intended to be satisfied shall be reinstated and continue, and this Guaranty shall continue in full force as if such payment or proceeds have not been received, notwithstanding any revocation thereof or the cancellation of any instrument evidencing any Guaranteed Obligations or otherwise; and Guarantor shall be liable to pay Purchaser, and hereby does indemnify Purchaser and hold Purchaser harmless for the amount of such payment or proceeds so surrendered and all expenses (including reasonable attorneys' fees, court costs and expenses attributable thereto) incurred by Purchaser in the defense of any claim made against it that any payment or proceeds received by Purchaser in respect of all or part of the Guaranteed Obligations must be surrendered. The provisions of this **Section 5** shall survive the termination of this Guaranty, and any satisfaction or discharge of any Obligor by virtue of any payment, court order or any foreign, federal or state law. If an Event of Default shall at any time have occurred and be continuing and declaration of such Event of Default shall at such time be prevented by reason of the pendency against any Obligor of a case or proceeding under a bankruptcy or insolvency law, Guarantor agrees that, for purposes of this Guaranty and its obligations hereunder, the Guaranteed Obligations shall be deemed to have been declared in default in accordance with the terms of the Factoring Agreements or other applicable Factoring Documents, and Guarantor shall forthwith pay the amounts specified by Purchaser to be paid thereunder, any interest thereon and any other amounts guaranteed under this Guaranty without further notice or demand.

SECTION 6. Subrogation. Notwithstanding any payment or payments made by Guarantor under this Guaranty, or any set off or application by Purchaser of any security or of any credits or claims, until the Guaranteed Obligations are Paid in Full, Guarantor hereby agrees that it will not assert or exercise any rights of Purchaser or Guarantor against any other Obligor to recover the amount of any payment made by Guarantor to Purchaser under this Guaranty by way of any claim, remedy or subrogation, reimbursement, exoneration, contribution, indemnity, participation or otherwise arising by contract, by statute, under common law or otherwise, and Guarantor hereby agrees that it shall, before the Guaranteed Obligations have been Paid in Full, have no right of recourse to or any claim against assets or property of any other Obligor, all of such rights being expressly waived by Guarantor. If any amount shall nevertheless be paid to Guarantor by any other Obligor or another guarantor prior to the Guaranteed Obligations being Paid in Full, such amount shall be held in trust for the benefit of Purchaser and shall forthwith be paid to Purchaser to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

SECTION 7. Subordination. Guarantor hereby subordinates all indebtedness for borrowed money owing to Guarantor from each Obligor to all indebtedness of each Obligor to Purchaser, and agrees that upon the occurrence and continuance of an Event of Default, Guarantor shall not be entitled to accept any payment of the same until the Guaranteed Obligations have been Paid in Full, and Guarantor shall not, under any circumstance whatsoever, attempt to set-off or reduce any obligations under this Guaranty because of such indebtedness. If any amount shall nevertheless be paid to Guarantor by any other Obligor prior to the Guaranteed Obligations being Paid in Full, such amount shall be held in trust for the benefit of Purchaser and, on demand by Purchaser, shall forthwith be paid to Purchaser to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

SECTION 8. Waiver. Except for the written demand provided for in *Section 4* of this Guaranty, Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and waives presentment, demand of payment, notice of intent to accelerate, notice of acceleration, notice of dishonor or nonpayment and any requirement that Purchaser institute suit, collection proceedings or take any other action to collect the Guaranteed Obligations, including any requirement that Purchaser protect, secure, perfect or insure any lien against any property subject thereto or exhaust any right or take any action against any Obligor or any other Person or any collateral (it being the intention of Purchaser that this Guaranty is to be a guaranty of payment and not of collection). It shall not be necessary for Purchaser, in order to enforce any payment by Guarantor under this Guaranty, to mitigate damages or to institute suit or exhaust its rights and remedies against any Obligor or any other Person, including others liable to pay any Guaranteed Obligations, or to enforce its rights against any security ever given to secure payment thereof. Guarantor hereby waives marshaling of assets and liabilities, notice by Purchaser of any indebtedness or liability to which Purchaser applies or may apply any amounts received by Purchaser, and of the creation, advancement, increase, existence, extension, renewal, rearrangement and/or modification of the Guaranteed Obligations.

SECTION 9. Representations and Warranties. Guarantor hereby represents and warrants as follows:

(a) that Guarantor has had full and complete access to each of the Factoring Agreements and the other Factoring Documents and has reviewed same and is aware of their contents;

(b) that Guarantor has the power and authority to execute, deliver and perform its obligations hereunder and under the other Factoring Documents to which it is a party. The Factoring Documents to which Guarantor is a party have been duly and validly executed and delivered by Guarantor and constitute valid and legally binding agreements of Guarantor enforceable against Guarantor in accordance with the respective terms thereof, except, in each case, as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity;

(c) that no authorization, consent, approval, license or exception of or filing or registration with any court or government department, commission, board, bureau, agency or instrumentality, is necessary for the valid execution, delivery or performance by Guarantor of this Guaranty or any other Factoring Document to which it is a party; and

(d) that the execution, delivery and performance of this Guaranty and the other Factoring Documents to which it is a party does not (i) result in breach of, or constitute a default under, any contract,

lease, instrument or other agreement to which Guarantor presently is a party, or (ii) result in or require the creation or imposition of, any mortgage, deed of trust, pledge, lien, security interest (other than pursuant to this Guaranty or such other Factoring Document) or other share or encumbrance of any nature upon or with respect to any of Guarantor's property or interests, be they tangible or intangible. Except as previously disclosed to Purchaser in writing, Guarantor is not in violation of or in default under any material indenture, agreement, lease or instrument.

SECTION 10. Affirmative Covenants. Guarantor covenants and agrees to promptly execute and deliver to Purchaser upon reasonable notice and request all such other documents, agreements and instruments in compliance with the covenants and agreements of Guarantor herein as Purchaser may reasonably request from time to time. Without limiting the generality of the foregoing, Guarantor agrees to deliver to Purchaser, as soon as available and in any event on or before February 1 of each year, personal financial statements on such Guarantor.

SECTION 11. Amendments. The terms of this Guaranty may be waived, altered or amended only by an instrument in writing duly executed by Guarantor and Purchaser. Any such amendment or waiver shall be binding upon Purchaser, each holder of any of the Secured Obligations and Guarantor.

SECTION 12. Addresses for Notices. All notices and other communications provided for under or in connection with this Guaranty from one party to the other shall be in writing and sent by postage prepaid, certified mail, return receipt requested, or by reliable courier service addressed to (a) in the case of Guarantor, Guarantor's address as set forth at the beginning of this Guaranty, and (b) in the case of Purchaser, to its address as set forth at the beginning of this Guaranty. Guarantor or Purchaser may designate another address for the receipt of notices and other communications, provided such new designation is provided in writing to the other party in accordance with this **Section 12**. Any notice so addressed and mailed by registered or certified mail, return receipt requested, shall be deemed to be given two days after the date on which it was so mailed, and any notice so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of Guarantor or Purchaser, as the case may be.

SECTION 13. No Waiver, Remedies. No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Guaranty or any other Factoring Document preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Guaranty and in the other Factoring Documents are cumulative and not exclusive of any remedies provided by law and the other Factoring Documents.

SECTION 14. Right of Set-Off. Purchaser is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) of Guarantor at any time held and other indebtedness at any time owing by Purchaser to or for the credit or the account of Guarantor against any and all of the obligations of Guarantor now or hereafter existing under this Guaranty, irrespective of whether or not Purchaser shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured. Purchaser agrees promptly to notify Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Purchaser under this **Section 14** are in addition to other rights and remedies (including, without limitation, other rights of set-off or banker's lien) which Purchaser may have.

SECTION 15. Continuing Guaranty; Successors and Assigns; Transfer of the Factoring Documents. This Guaranty is a continuing guaranty and shall

- (a) remain in full force and effect until the Guaranteed Obligations have been Paid in Full,
- (b) be binding upon Guarantor and Guarantor's heirs, legal representatives, successors, transferees and assigns, provided, however, that Guarantor shall not assign or transfer its rights or obligations under this Guaranty without the prior written consent of Purchaser, and
- (c) inure to the benefit of and be enforceable by Purchaser and its respective successors, transferees and assigns.

Without limiting the generality of the foregoing *clause (c)* of this **Section 15**, Purchaser may assign or otherwise transfer all or a portion of its interests, rights and obligations under the Factoring Documents to which it is a party. Any assignment in violation of this **Section 15** shall be void and without force or effect.

SECTION 16. Separability. Should any clause, sentence, paragraph, subsection or section of this Guaranty be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Guaranty, and the parties hereto agree that the part or parts of this Guaranty so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

SECTION 17. Usury. Notwithstanding any other provisions contained in this Guaranty, no provision of this Guaranty shall require or permit the collection from Guarantor of any amounts now or hereafter characterized as interest in excess of the maximum non-usurious rate of interest permitted by applicable foreign, federal or state law.

SECTION 18. Survival. All warranties and representations made by Guarantor herein or in any certificate or other instrument executed and delivered by Guarantor under this Guaranty shall be considered to have been relied upon by Purchaser and shall survive the execution and delivery of this Guaranty, regardless of any investigation made by or on behalf of any thereof. All statements in any such certificate or other instrument shall constitute warranties and representations by Guarantor under this Guaranty.

SECTION 19. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law which may be controlling from time to time and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 20. Indemnity. Guarantor agrees to indemnify and shall indemnify Purchaser and its respective affiliates, directors, agents, and attorneys, and each of their respective officers, directors, partners, employees, and representatives (such indemnified Persons called the "**Indemnitees**") from, and hold each of them harmless against, any and all losses, liabilities, claims or damages (including reasonable legal fees and expenses) to which any of them may become subject, insofar as such losses, liabilities, claims or damages arise out of or result from this Guaranty or any other Factoring Document to which Guarantor is a party or any investigation, litigation or other proceeding (including any threatened investigation or proceeding) relating to the foregoing, and Guarantor shall reimburse each Indemnitee, upon demand for any expenses (including legal fees) reasonably incurred in connection with any such investigation or proceeding; but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence, willful misconduct or unlawful acts of such Indemnitee. **WITHOUT LIMITING ANY PROVISION OF THIS GUARANTY, IT IS THE EXPRESS INTENTION OF GUARANTOR THAT EACH INDEMNITEE SHALL BE INDEMNIFIED AND HELD HARMLESS AGAINST ALL SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THE SOLE, ORDINARY OR CONTRIBUTORY NEGLIGENCE OF SUCH INDEMNITEE, BUT NOT FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR UNLAWFUL ACTS OF SUCH INDEMNITEE.** Without prejudice to the survival of any other obligations of Guarantor under this Guaranty and under the other Factoring Documents to which Guarantor is a party, the obligations of Guarantor under this **Section 20** shall survive the termination of this Guaranty and the other Factoring Documents and the payment in full of the Secured Obligations and the Guaranteed Obligations or the assignment of the Factoring Documents.

SECTION 21. Governing Law, Forum, Venue, and Waiver of Jury Trial.

(a) THIS AGREEMENT MUST BE CONSTRUED, AND ITS PERFORMANCE ENFORCED, UNDER TEXAS LAW.

(b) The obligations of Guarantor contained herein are performable at Purchaser's offices in Houston, Harris County, Texas, and venue for any action in connection therewith shall be in Harris County, Texas.

(c) THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

SECTION 22. FINAL AGREEMENT OF THE PARTIES. THIS GUARANTY AND THE OTHER FACTORING DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature and acknowledgment are on the following page.]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered as of the date set forth in the notarial acknowledgment below, to be effective for all purposes as of the date first above written.

GUARANTOR:

ONE SOURCE INDUSTRIAL HOLDINGS, L.L.C.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, the _____ of One Source Industrial Holdings L.L.C., a Texas limited liability company, for and on behalf of said company, and for the purpose and consideration herein stated.

Notary Public in and for the State of Texas

GUARANTY AGREEMENT
One Source Industrial, L.L.C.

This GUARANTY AGREEMENT (this “*Guaranty*”), dated as of October [], 2015, is made by ONE SOURCE INDUSTRIAL, L.L.C. a Texas limited liability company (“*Guarantor*”), whose address is 16055 Space Center Blvd., Suite 170, Houston, Texas 77062, Attn: Mark Breaux, in favor of BRIAR CAPITAL, L.P., a Texas limited partnership, (“*Purchaser*”), whose address for purposes of this Guaranty is 1500 City West Boulevard, Suite 560, Houston, Texas 77042, Attn: Timothy C. McCabe.

RECITALS

A. Purchaser has also agreed, subject to the terms and conditions therein, to purchase certain accounts receivable pursuant to (i) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between Dynamic Rental Systems, LLC, a Texas limited liability company (“*DRS*”), as seller, and Secured Party, as purchaser (the “*DRS Factoring Agreement*”), (ii) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between Dynamic Rental & Transportation Systems, LLC, a Texas limited liability company (“*DRTS*”), as seller, and Secured Party, as purchaser (the “*DRTS Factoring Agreement*”), (iii) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Well Services, LLC, a Texas limited liability company (“*OSWS*”), as seller, and Secured Party, as purchaser (the “*OSWS Factoring Agreement*”), (iv) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Services, LLC, a Texas limited liability company (“*OSIS*”), as seller, and Secured Party, as purchaser (the “*OSIS Factoring Agreement*”), (v) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Environmental, LLC, a Texas limited liability company (“*OSIE*”), as seller, and Secured Party, as purchaser (the “*OSIE Factoring Agreement*”), and (vi) that certain Sale of Accounts and Security Agreement dated as of the date hereof, between One Source Industrial Safety & Supply, Inc., a Texas corporation (“*OSISS*”, and together with DRS, DRTS, OSWS, OSIS, and OSIE, collectively, “*Sellers*” and each individually, a “*Seller*”), as seller, and Secured Party, as purchaser (the “*OSISS Factoring Agreement*,” and together with the DRS Factoring Agreement, the DRTS Factoring Agreement, the OSWS Factoring Agreement, the OSIS Factoring Agreement, and the OSIE Factoring Agreement, in each case as amended, restated, or supplemented from time to time, collectively, the “*Factoring Agreements*” and each individually, a “*Factoring Agreement*”).

B. Guarantor (i) either owns an equity interest in, or is an affiliate of, each of the Sellers, (ii) is engaged in a common business enterprise with each of the Sellers, and (iii) has agreed to enter into this Guaranty so that the Sellers can receive the benefits of the financial accommodations contemplated by the Factoring Agreements.

C. In Guarantor’s judgment, the value of the consideration received and to be received by it under each of the Factoring Agreements is reasonably worth at least as much as its liability and obligation under this Guaranty, and such liability and obligation may reasonably be expected to benefit Guarantor directly or indirectly.

D. It is expressly understood among Sellers, Guarantor, and Purchaser that the execution and delivery of this Guaranty is a condition precedent to Purchaser’s obligations to purchase accounts receivable from Sellers pursuant to the Factoring Agreements.

Now, therefore, in consideration of the premises and in order to induce Purchaser to enter into, and purchase accounts receivable from Sellers pursuant to, the Factoring Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Guarantor, Guarantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined in this Guaranty shall have the meanings given them in the Factoring Agreements. As used in this Guaranty, the following terms shall have the following meanings:

“*Event of Default*” means a “*Default*” or an “*Event of Default*,” in each case under, and as defined in, each of the Factoring Agreements.

“Guaranteed Obligations” is defined in *Section 3*.

“Indemnitees” is defined in *Section 20*.

“Factoring Documents” means the Factoring Agreements, this Guaranty, and all other guaranties, security agreements, pledge agreements, and other agreements, documents, and instruments executed in connection herewith or therewith or to create or perfect a lien on any Collateral (as defined in each of the Factoring Agreements), in each case together with all certificates and requests, and all annexes, exhibits and schedules to any of the foregoing.

“Obligor” means each Seller, Guarantor, and any other Person that has or that will have any liability (actual or contingent) and whether alone or jointly with any other Person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any jurisdiction) to Purchaser for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Factoring Documents.

“Paid in Full” means the Guaranteed Obligations have been indefeasibly paid in full in cash and each of the Factoring Agreements have irrevocably terminated.

“Person” means any natural person, corporation, partnership, firm, association, trust, unincorporated organization, limited liability company, governmental authority or other entity, whether acting in an individual, fiduciary or other capacity.

“Secured Obligations” means the **“Obligation(s)”** under, and as defined in, each of the Factoring Agreements, and all other present and future obligations and liabilities (whether actual or contingent and whether now or hereafter owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any jurisdiction) of each Obligor to Purchaser under all or any of the Factoring Documents, together with:

- (a) costs, charges and expenses incurred by Purchaser in connection with or the protection, preservation or enforcement by Purchaser of its rights under the Factoring Documents;
- (b) any refinancing, novation, refunding, deferral, modification, renewal or extension of or increase in any of those obligations or liabilities;
- (c) any purchases of accounts receivable or other advances that may be made at any time and from time to time by Purchaser to any Obligor under any agreement expressed to be supplemental to any of the Factoring Documents and all charges, discounts, fees and costs in connection therewith;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Factoring Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise;
- (f) all other amounts now or in the future owed by an Obligor to Purchaser under any one or more of the Factoring Documents; and
- (g) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency, bankruptcy or other proceedings.

SECTION 2. Interpretation.

- (a) In this Guaranty, unless a clear contrary intention appears (i) the singular number includes the plural number and *vice versa*, (ii) reference to any gender includes each other gender, (iii) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Guaranty as a

whole and not to any particular Section or other subdivision, (iv) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Guaranty, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, *provided that* nothing in this *clause (iv)* is intended to authorize any assignment not otherwise permitted by this Guaranty or the Factoring Agreements, (v) reference to any agreement (including this Guaranty), document or instrument means such agreement, document or instrument as amended, modified, supplemented or extended and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of this Guaranty, (vi) unless the context indicates otherwise, reference to any Section, clause, paragraph, Schedule or Exhibit means such Section, clause or paragraph of this Guaranty or such Schedule or Exhibit to this Guaranty, (vii) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term; the word "or" is not exclusive; and the word "all" includes "and" and the word "any" includes "all", (viii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but excluding"; and (ix) reference to any law, ordinance, statute, code, rule, regulation, interpretation or judgment means such law, ordinance, statute, code, rule, regulation, interpretation or judgment as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The Section and other headings in this Guaranty are for convenience only and shall not affect the construction of this Guaranty.

(c) No provision of this Guaranty shall be interpreted or construed against any Person solely because that Person or its legal representative drafted such provision.

SECTION 3. Guaranty. Guarantor hereby absolutely, unconditionally and irrevocably guarantees (as primary obligor and not merely as surety) the complete and punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of the Secured Obligations, and all other obligations and covenants of each Obligor now or hereafter existing under each of the Factoring Agreements and the other Factoring Documents, whether for principal, charges, discounts (including any charges, discounts, and other amounts accruing or becoming owing both prior to and subsequent to the commencement of any proceeding against or with respect to any Obligor under any bankruptcy or insolvency proceeding), fees, commissions, expenses (including court costs and reasonable counsel fees and expenses), and agrees to pay all costs and expenses, if any, incurred by Purchaser in connection with enforcing any rights under this Guaranty. The obligations of Guarantor to Purchaser under this Guaranty are referred to in this Guaranty as the "***Guaranteed Obligations***"; *provided that*, the Guaranteed Obligations of Guarantor under this Guaranty shall not exceed an amount that is \$1.00 less than that amount that would render Guarantor's obligations under this Guaranty subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state or foreign law. Guarantor agrees that the Secured Obligations may at any time and from time to time exceed the Guaranteed Obligations of Guarantor without impairing this Guaranty or affecting the rights and remedies of Purchaser.

(a) No payment made by any Obligor or any other guarantor (other than Guarantor making such payment) or any other Person or received or collected by Purchaser from any Obligor, any such other guarantor (other than Guarantor making such payment) or any other Person (other than Guarantor making such payment) by virtue of any action or proceeding or any set-off or appropriation or application at any time in reduction of or in payment of the Secured Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Guarantor for the Guaranteed Obligations under this Guaranty.

(b) This Guaranty is an absolute, unconditional, present and continuing guaranty of payment and performance and not of collectability and is in no way conditioned upon any attempt to collect from any other Obligor or any other action, occurrence or circumstance whatsoever.

SECTION 4. Payment Under Guaranty; Guaranty Unconditional. Guarantor guarantees that the Guaranteed Obligations will be paid promptly within five (5) days after written demand by Purchaser. Subject to the termination of this Guaranty, until the Guaranteed Obligations have been Paid in Full in accordance with **Section 15**, the obligations of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable, and shall be performed in accordance with the terms of this Guaranty, notwithstanding:

(a) any extension, renewal, modification, settlement, compromise, waiver or release in respect of any Guaranteed Obligations;

(b) any extension, renewal, amendment, modification, rescission, waiver or release in respect of any Factoring Document;

(c) any release, exchange, substitution, non perfection or invalidity of, or failure to exercise rights or remedies with respect to, any direct or indirect security for any Guaranteed Obligations, including the release of any other guarantor or other Person liable on any obligations of an Obligor under the Factoring Documents;

(d) any change in the existence, structure or ownership of any Obligor or any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligor, any guarantor or any of their respective assets;

(e) the existence of any claim, defense, set-off or other rights or remedies which any other guarantor at any time may have against any Obligor, or any Obligor or any other guarantor may have at any time against Purchaser or any other Person, whether in connection with this Guaranty, the Factoring Documents, the transactions contemplated hereby or thereby or any other transaction;

(f) any invalidity or unenforceability for any reason of this Guaranty or the other Factoring Documents, or any provision of law purporting to prohibit the payment or performance by any Obligor or any other guarantor of the Guaranteed Obligations or the Factoring Documents, or of any other obligation to Purchaser;

(g) any failure to give notice of the occurrence of an Event of Default; or

(h) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

SECTION 5. Effect of Debtor Relief Laws. If, after receipt of any payment of, or proceeds of any security applied (or intended to be applied) to the payment of, all or any part of the Guaranteed Obligations, Purchaser is for any reason compelled to surrender such payment or proceeds to any Person (a) because such payment or application of proceeds is or may be under applicable law avoided, invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, fraudulent conveyance, fraudulent transfer, impermissible set-off or a diversion of trust funds, or (b) for any other reason under applicable law, including (i) any judgment, decree or order of any court or administrative body having jurisdiction over Purchaser or any of its properties, or (ii) any settlement or compromise of any such claim effected by Purchaser with any such claimant (including any Obligor), then the Guaranteed Obligations or part thereof intended to be satisfied shall be reinstated and continue, and this Guaranty shall continue in full force as if such payment or proceeds have not been received, notwithstanding any revocation thereof or the cancellation of any instrument evidencing any Guaranteed Obligations or otherwise; and Guarantor shall be liable to pay Purchaser, and hereby does indemnify Purchaser and hold Purchaser harmless for the amount of such payment or proceeds so surrendered and all expenses (including reasonable attorneys' fees, court costs and expenses attributable thereto) incurred by Purchaser in the defense of any claim made against it that any payment or proceeds received by Purchaser in respect of all or part of the Guaranteed Obligations must be surrendered. The provisions of this **Section 5** shall survive the termination of this Guaranty, and any satisfaction or discharge of any Obligor by virtue of any payment, court order or any foreign, federal or state law. If an Event of Default shall at any time have occurred and be continuing and declaration of such Event of Default shall at such time be prevented by reason of the pendency against any Obligor of a case or proceeding under a bankruptcy or insolvency law, Guarantor agrees that, for purposes of this Guaranty and its obligations hereunder, the Guaranteed Obligations shall be deemed to have been declared in default in accordance with the terms of the Factoring Agreements or other applicable Factoring Documents, and Guarantor shall forthwith pay the amounts specified by Purchaser to be paid thereunder, any interest thereon and any other amounts guaranteed under this Guaranty without further notice or demand.

SECTION 6. Subrogation. Notwithstanding any payment or payments made by Guarantor under this Guaranty, or any set off or application by Purchaser of any security or of any credits or claims, until the Guaranteed Obligations are Paid in Full, Guarantor hereby agrees that it will not assert or exercise any rights of Purchaser or Guarantor against any other Obligor to recover the amount of any payment made by Guarantor to Purchaser under this Guaranty by way of any claim, remedy or subrogation, reimbursement, exoneration, contribution, indemnity, participation or otherwise arising by contract, by statute, under common law or otherwise, and Guarantor hereby agrees that it shall, before the Guaranteed Obligations have been Paid in Full, have no right of recourse to or any claim against assets or property of any other Obligor, all of such rights being expressly waived by Guarantor. If any amount shall nevertheless be paid to Guarantor by any other Obligor or another guarantor prior to the Guaranteed Obligations being Paid in Full, such amount shall be held in trust for the benefit of Purchaser and shall forthwith be paid to Purchaser to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

SECTION 7. Subordination. Guarantor hereby subordinates all indebtedness for borrowed money owing to Guarantor from each Obligor to all indebtedness of each Obligor to Purchaser, and agrees that upon the occurrence and continuance of an Event of Default, Guarantor shall not be entitled to accept any payment of the same until the Guaranteed Obligations have been Paid in Full, and Guarantor shall not, under any circumstance whatsoever, attempt to set-off or reduce any obligations under this Guaranty because of such indebtedness. If any amount shall nevertheless be paid to Guarantor by any other Obligor prior to the Guaranteed Obligations being Paid in Full, such amount shall be held in trust for the benefit of Purchaser and, on demand by Purchaser, shall forthwith be paid to Purchaser to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

SECTION 8. Waiver. Except for the written demand provided for in *Section 4* of this Guaranty, Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and waives presentment, demand of payment, notice of intent to accelerate, notice of acceleration, notice of dishonor or nonpayment and any requirement that Purchaser institute suit, collection proceedings or take any other action to collect the Guaranteed Obligations, including any requirement that Purchaser protect, secure, perfect or insure any lien against any property subject thereto or exhaust any right or take any action against any Obligor or any other Person or any collateral (it being the intention of Purchaser that this Guaranty is to be a guaranty of payment and not of collection). It shall not be necessary for Purchaser, in order to enforce any payment by Guarantor under this Guaranty, to mitigate damages or to institute suit or exhaust its rights and remedies against any Obligor or any other Person, including others liable to pay any Guaranteed Obligations, or to enforce its rights against any security ever given to secure payment thereof. Guarantor hereby waives marshaling of assets and liabilities, notice by Purchaser of any indebtedness or liability to which Purchaser applies or may apply any amounts received by Purchaser, and of the creation, advancement, increase, existence, extension, renewal, rearrangement and/or modification of the Guaranteed Obligations.

SECTION 9. Representations and Warranties. Guarantor hereby represents and warrants as follows:

(a) that Guarantor has had full and complete access to each of the Factoring Agreements and the other Factoring Documents and has reviewed same and is aware of their contents;

(b) that Guarantor has the power and authority to execute, deliver and perform its obligations hereunder and under the other Factoring Documents to which it is a party. The Factoring Documents to which Guarantor is a party have been duly and validly executed and delivered by Guarantor and constitute valid and legally binding agreements of Guarantor enforceable against Guarantor in accordance with the respective terms thereof, except, in each case, as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity;

(c) that no authorization, consent, approval, license or exception of or filing or registration with any court or government department, commission, board, bureau, agency or instrumentality, is necessary for the valid execution, delivery or performance by Guarantor of this Guaranty or any other Factoring Document to which it is a party; and

(d) that the execution, delivery and performance of this Guaranty and the other Factoring Documents to which it is a party does not (i) result in breach of, or constitute a default under, any contract,

lease, instrument or other agreement to which Guarantor presently is a party, or (ii) result in or require the creation or imposition of, any mortgage, deed of trust, pledge, lien, security interest (other than pursuant to this Guaranty or such other Factoring Document) or other share or encumbrance of any nature upon or with respect to any of Guarantor's property or interests, be they tangible or intangible. Except as previously disclosed to Purchaser in writing, Guarantor is not in violation of or in default under any material indenture, agreement, lease or instrument.

SECTION 10. Affirmative Covenants. Guarantor covenants and agrees to promptly execute and deliver to Purchaser upon reasonable notice and request all such other documents, agreements and instruments in compliance with the covenants and agreements of Guarantor herein as Purchaser may reasonably request from time to time. Without limiting the generality of the foregoing, Guarantor agrees to deliver to Purchaser, as soon as available and in any event on or before February 1 of each year, personal financial statements on such Guarantor.

SECTION 11. Amendments. The terms of this Guaranty may be waived, altered or amended only by an instrument in writing duly executed by Guarantor and Purchaser. Any such amendment or waiver shall be binding upon Purchaser, each holder of any of the Secured Obligations and Guarantor.

SECTION 12. Addresses for Notices. All notices and other communications provided for under or in connection with this Guaranty from one party to the other shall be in writing and sent by postage prepaid, certified mail, return receipt requested, or by reliable courier service addressed to (a) in the case of Guarantor, Guarantor's address as set forth at the beginning of this Guaranty, and (b) in the case of Purchaser, to its address as set forth at the beginning of this Guaranty. Guarantor or Purchaser may designate another address for the receipt of notices and other communications, provided such new designation is provided in writing to the other party in accordance with this **Section 12**. Any notice so addressed and mailed by registered or certified mail, return receipt requested, shall be deemed to be given two days after the date on which it was so mailed, and any notice so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of Guarantor or Purchaser, as the case may be.

SECTION 13. No Waiver, Remedies. No failure on the part of Purchaser to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Guaranty or any other Factoring Document preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Guaranty and in the other Factoring Documents are cumulative and not exclusive of any remedies provided by law and the other Factoring Documents.

SECTION 14. Right of Set-Off. Purchaser is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) of Guarantor at any time held and other indebtedness at any time owing by Purchaser to or for the credit or the account of Guarantor against any and all of the obligations of Guarantor now or hereafter existing under this Guaranty, irrespective of whether or not Purchaser shall have made any demand under this Guaranty and although such obligations may be contingent and unmatured. Purchaser agrees promptly to notify Guarantor after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Purchaser under this **Section 14** are in addition to other rights and remedies (including, without limitation, other rights of set-off or banker's lien) which Purchaser may have.

SECTION 15. Continuing Guaranty; Successors and Assigns; Transfer of the Factoring Documents. This Guaranty is a continuing guaranty and shall

- (a) remain in full force and effect until the Guaranteed Obligations have been Paid in Full,
- (b) be binding upon Guarantor and Guarantor's heirs, legal representatives, successors, transferees and assigns, provided, however, that Guarantor shall not assign or transfer its rights or obligations under this Guaranty without the prior written consent of Purchaser, and
- (c) inure to the benefit of and be enforceable by Purchaser and its respective successors, transferees and assigns.

Without limiting the generality of the foregoing *clause (c)* of this **Section 15**, Purchaser may assign or otherwise transfer all or a portion of its interests, rights and obligations under the Factoring Documents to which it is a party. Any assignment in violation of this **Section 15** shall be void and without force or effect.

SECTION 16. Separability. Should any clause, sentence, paragraph, subsection or section of this Guaranty be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Guaranty, and the parties hereto agree that the part or parts of this Guaranty so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

SECTION 17. Usury. Notwithstanding any other provisions contained in this Guaranty, no provision of this Guaranty shall require or permit the collection from Guarantor of any amounts now or hereafter characterized as interest in excess of the maximum non-usurious rate of interest permitted by applicable foreign, federal or state law.

SECTION 18. Survival. All warranties and representations made by Guarantor herein or in any certificate or other instrument executed and delivered by Guarantor under this Guaranty shall be considered to have been relied upon by Purchaser and shall survive the execution and delivery of this Guaranty, regardless of any investigation made by or on behalf of any thereof. All statements in any such certificate or other instrument shall constitute warranties and representations by Guarantor under this Guaranty.

SECTION 19. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law which may be controlling from time to time and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 20. Indemnity. Guarantor agrees to indemnify and shall indemnify Purchaser and its respective affiliates, directors, agents, and attorneys, and each of their respective officers, directors, partners, employees, and representatives (such indemnified Persons called the "**Indemnitees**") from, and hold each of them harmless against, any and all losses, liabilities, claims or damages (including reasonable legal fees and expenses) to which any of them may become subject, insofar as such losses, liabilities, claims or damages arise out of or result from this Guaranty or any other Factoring Document to which Guarantor is a party or any investigation, litigation or other proceeding (including any threatened investigation or proceeding) relating to the foregoing, and Guarantor shall reimburse each Indemnitee, upon demand for any expenses (including legal fees) reasonably incurred in connection with any such investigation or proceeding; but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence, willful misconduct or unlawful acts of such Indemnitee. **WITHOUT LIMITING ANY PROVISION OF THIS GUARANTY, IT IS THE EXPRESS INTENTION OF GUARANTOR THAT EACH INDEMNITEE SHALL BE INDEMNIFIED AND HELD HARMLESS AGAINST ALL SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THE SOLE, ORDINARY OR CONTRIBUTORY NEGLIGENCE OF SUCH INDEMNITEE, BUT NOT FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR UNLAWFUL ACTS OF SUCH INDEMNITEE.** Without prejudice to the survival of any other obligations of Guarantor under this Guaranty and under the other Factoring Documents to which Guarantor is a party, the obligations of Guarantor under this **Section 20** shall survive the termination of this Guaranty and the other Factoring Documents and the payment in full of the Secured Obligations and the Guaranteed Obligations or the assignment of the Factoring Documents.

SECTION 21. Governing Law, Forum, Venue, and Waiver of Jury Trial.

(a) THIS AGREEMENT MUST BE CONSTRUED, AND ITS PERFORMANCE ENFORCED, UNDER TEXAS LAW.

(b) The obligations of Guarantor contained herein are performable at Purchaser's offices in Houston, Harris County, Texas, and venue for any action in connection therewith shall be in Harris County, Texas.

(c) THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

SECTION 22. FINAL AGREEMENT OF THE PARTIES. THIS GUARANTY AND THE OTHER FACTORING DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature and acknowledgment are on the following page.]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered as of the date set forth in the notarial acknowledgment below, to be effective for all purposes as of the date first above written.

GUARANTOR:

ONE SOURCE INDUSTRIAL, L.L.C.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, the _____ of One Source Industrial L.L.C., a Texas limited liability company, for and on behalf of said company, and for the purpose and consideration herein stated.

Notary Public in and for the State of Texas

EXHIBIT “C”

Amegy Bank Business Credit

PAYOFF AGREEMENT

This Payoff Agreement (this "Agreement") is entered into by and between Amegy Bank National Association dba Amegy Bank Business Credit ("Factor") and _____ ("Creditor") effective as of _____ (insert effective date).

I. RECITALS

In consideration of the provisions set forth herein, the parties agree as set forth below.

A. Factor extended a factoring facility (evidenced by that one certain Purchase and Sale Agreement/Security Agreement dated September 17, 2012, as amended) (the "Factoring Agreement") to One Source Industrial Holdings, LLC, One Source Industrial, LLC, and certain Operating Entities (as said term is defined in Debtors' pleadings under Bankruptcy Cause Nos. 14-44996-rfn-11 and 15-40038-dml-11, pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division) (collectively, "Seller"). This factoring facility was secured by a prior perfected security interest in Seller's assets including, without limitation, Seller's accounts receivable, inventory and proceeds thereof. There is now due, owing, and payable under this factoring facility the total present sum of \$ _____ (the "Payoff Amount").

B. One Source Industrial Holdings, LLC, and One Source Industrial, LLC filed bankruptcy in December 2014, and January 2015, respectively, and their cases are now jointly administered as Debtor-in-Possession cases under Cause No. 14-44996.

C. Creditor has agreed to extend credit to Seller. This extension of credit is to be secured by a security interest in certain of Seller's assets including, without limitation, Seller's accounts receivable, inventory and proceeds thereof.

D. Seller has requested that Factor release the collateral securing the obligations of Seller to Factor.

II. AGREEMENT

1. Immediately upon the execution of this Agreement by the parties hereto, Creditor shall transfer to Factor, by a wire transfer of funds in accordance with the instructions attached hereto as Exhibit A, the Payoff Amount. The Payoff Amount is calculated on the basis that Factor shall receive such amount by no later than _____ (insert Payoff Amount Cutoff Date). If payment is to be made after that date, Creditor must first obtain from Factor an updated Payoff Amount. Upon receipt by Factor of the Payoff Amount, Factor shall be deemed to have released its lien against the assets of Seller. In order to induce Factor to release its lien against the assets of Seller, Creditor and Seller agree to repay to Factor, on demand, (i) the amount of any check, instrument, or payment order that may be returned for nonpayment that was credited in favor of Seller when calculating the Payoff Amount; (ii) any

loss, cost, damage, or expense (legal or otherwise) which Factor may suffer or incur as a result of the failure to honor Factor's demand for reimbursement of any returned or dishonored check, instrument, or payment order pursuant to the immediately preceding subpart (i); and (iii) any amounts sought from Factor in a preference action related to Seller or Seller's account debtor, or other amounts still owing Factor as a result of Factor having given provisional credit for any check, instrument, or payment order presented to Factor in calculating the Payoff Amount.

2. In consideration of the payment in full of the Payoff Amount, Factor hereby (a) acknowledges and agrees that payment of the Payoff Amount will constitute payment in full of all of Seller's obligations to Factor under the Factoring Agreement, with the exception of contingent obligations set forth in the Purchase Documents (as defined in the Factoring Agreement) which by their terms survive termination of the Purchase Documents, (b) agrees that upon payment of the Payoff Amount (i) all security interests and liens which it may have to secure the Factoring Agreement shall thereupon automatically terminate and be of no further force and effect, (ii) all rights and interests in Seller's accounts receivable which, pursuant to the Purchase Documents, were previously sold and assigned by the Seller to Factor, will be deemed reassigned by Factor back to Seller, and (iii) all of the Purchase Documents shall thereupon terminate and the Seller will have no further liabilities or obligations thereunder with the exception of contingent liabilities and obligations set forth in the Purchase Documents which by their terms survive termination of the Purchase Documents. The Payoff Amount does not apply towards payment of other obligations (i.e. credit card obligations or traditional loan obligations).

3. Following receipt and clearance of (a) the Payoff Amount, as directed in the instructions set forth in attached Exhibit A; and (b) a fully executed copy of the enclosed Release and this Agreement, Factor will promptly record UCC financing statement amendments terminating the security interests and liens granted under the Purchase Documents.

4. The parties further acknowledge that they have entered into this Agreement in reliance on their own independent investigations and analysis of the facts underlying the extension of credit to Seller, and that no representations, warranties, or promises of any kind have been made directly or indirectly by Factor to induce them to execute this Agreement other than those which are expressly set forth herein. ***Specifically, Creditor has conducted its own investigation and is aware of Seller's bankruptcy and prior credit history, including any pending or past criminal matters related to the Seller's principals, which is a matter of public record.***

5. Nothing in this Agreement shall be construed to release the parties to this Agreement from their obligations hereunder.

6. The prevailing party or parties shall be entitled to recover from the losing party or parties their attorneys' fees and costs incurred in any lawsuit or other action brought to enforce any right arising out of this Agreement.

7. Factor once a week on Fridays shall, for a period of thirty (30) calendar days following receipt of the Payoff Amount, forward all cash receipts in kind received for benefit of Seller directly to Creditor in accordance with the instructions attached hereto as Exhibit B, with

all expenses to be borne by Creditor. Except as set forth herein, such cash receipts shall include payments remitted directly to Factor for benefit of Seller's account. After thirty (30) days, all checks and mail items will be returned to sender, and after sixty (60) days all ACH or wire transfers will be returned "Refer to Maker". Postage, wire transfer fees, account fees, and other lockbox fees will be charged to Seller and payable upon demand. During this sixty (60) day period, all non-factored funds will be dispersed on Fridays. To ensure proper clearance, all payments, including wire transfers and ACH payments, will be held for a commercially reasonable time (no less than 5 business days) before being dispersed. If ACH or wire transfer payments are received, Seller shall be charged the Minimum Monthly Discount Fee assessed in the Factoring Agreement, which may be deducted from any sums payable to Seller. To secure the collection of all obligations in this Agreement, Factor maintains its right of setoff with respect to all of Seller's sums on deposit with Factor.

8. Counsel for all parties have read and approved the language of this Agreement.

9. This Agreement constitutes the entire agreement between Factor and Creditor with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by Factor and Creditor.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement, or a signature page thereto intended to be attached to a copy of this Agreement, signed and transmitted by facsimile machine, telecopier, or other electronic means (including transmittal of a "PDF" file) shall be deemed and treated as an original document.

11. The individuals signing below warrant and represent that they possess the requisite authority to bind the entity on whose behalf they sign.

12. This Agreement is effective as of the date first set forth above. This Agreement pertains only to Seller's factoring obligations with Amegy Bank National Association.

Amegy Bank National Association dba Amegy
Bank Business Credit ("Factor")

By: Alan D. Atchley
Its: President

("Creditor ")

By: _____
Signature

Printed Name: _____

Title: _____

ACKNOWLEDGED AND AGREED

SELLER:

ONE SOURCE INDUSTRIAL HOLDINGS,
L.L.C., DYNAMIC RENTAL SYSTEMS, L.L.C.,
DYNAMIC RENTAL & TRANSPORTATION
SYSTEMS, LLC, ONE SOURCE INDUSTRIAL
SERVICES. L.L.C., ONE SOURCE INDUSTRIAL
TRANSPORTATION, LLC,
ONE SOURCE INDUSTRIAL SAFETY AND
SUPPLY, INC., ONE SOURCE
TRANSPORTATION, LLC, ONE SOURCE
INDUSTRIAL. L.L.C., ONE SOURCE WELL
SERVICES, LLC, and ONE SOURCE
INDUSTRIAL ENVIRONMENTAL, LLC

By: _____
Signature of Authorized Representative

Printed Name: _____

Title: _____

EXHIBIT A
WIRE INSTRUCTIONS FOR PAYMENT TO AMEGY BANK:

Account Name:

Memo: Re:

Bank Name:

Bank Address:

Routing Number:

Bank Account Number:

Swift Code (International Only)

EXHIBIT B

All funds received by Factor for the benefit of Seller shall be
Sent to Creditor via the following instructions:

Via Regular Mail:

- or -

If by wire or ACH:

Account Name:

Memo: For Benefit of: One Source

Bank Name:

Routing Number:

Bank Account Number:

Swift Code (International Only)

RELEASE

PURCHASER:

Amegy Bank National Association
dba Amegy Bank Business Credit

SELLER:

One Source et al

With this Release between Seller and Amegy Bank National Association dba Amegy Bank Business Credit ("Purchaser"):

1. Seller has paid or caused to be paid to Purchaser all amounts owing to it by the undersigned under the Purchase and Sale Agreement/Security Agreement ("Agreement"), executed between Seller and Purchaser on September 17, 2012 (as amended).
2. Subject hereto, Purchaser assigns and transfers to Seller, without recourse or warranty, all of the accounts receivable (including the "Receivables" as defined in the Agreement) and all rights, remedies and interests existing in connection with the accounts receivable previously assigned, transferred, conveyed or delivered to Purchaser by Seller.
3. Subject hereto, the Agreement is by this Release terminated by mutual consent, except as to those provisions that survive termination.

In consideration of these actions and other valuable consideration, whose sufficiency and receipt is acknowledged, with respect to the Agreement and any Purchase Document (as defined in the Agreement), Seller releases and forever discharges Purchaser, its officers, agents, attorneys, employees, successors and assigns, of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, which Seller ever had, now has, or may have, directly or indirectly, arising out of or in any way related to the Agreement, any amendments to the Agreement, any Purchase Document or any transactions between Seller and Purchaser under the Agreement.

Except as otherwise stated herein, (i) any and all obligations of Seller to Purchaser under or in respect of the Agreement and any Purchase Document are deemed to have been paid, satisfied and discharged in full and are forever automatically, irrevocably and unconditionally satisfied, released and discharged and (ii) the Purchaser acknowledges that any security interest or lien granted to the Purchaser securing amounts under the Agreement, any Purchase Document or arising in connection with the Agreement is automatically terminated and released. Purchaser shall provide Seller with a "cancellation letter" on Purchaser's letterhead, for Seller's use (or its designee's use) in redirecting payments from Seller's account debtors.

Purchaser reserves its rights with respect to, and Seller agrees to pay on demand, any returned items paid in connection herewith (i.e. stop payments, insufficient funds and the like),

and any items Purchaser is required by law to return as a result of an account debtor's bankruptcy (i.e. in a preference action).

If this Release is executed in connection with a payoff from a third-party creditor, then this Release is subject to any Payoff Agreement executed in connection herewith by and between Seller, Purchaser, and Purchaser's new creditor, as well as receipt of the payoff amount.

This Release is executed in connection with and in furtherance of that one certain Closing Guidelines Letter Agreement executed between the parties hereto on or about of even date herewith. The receipt, processing and adjudication of payments and Seller's lockbox account, after the date hereof, shall be governed according to the terms in the Closing Guidelines Letter Agreement. If Seller's lockbox is to remain open, Seller acknowledges that it will be operated by the bank's Treasury Management Division and not the factoring division.

IN WITNESS, Purchaser and Seller have executed this Release on _____, 2015.

SELLER:

ONE SOURCE INDUSTRIAL HOLDINGS,
L.L.C., DYNAMIC RENTAL SYSTEMS, L.L.C.,
DYNAMIC RENTAL & TRANSPORTATION
SYSTEMS, LLC, ONE SOURCE INDUSTRIAL
SERVICES. L.L.C., ONE SOURCE INDUSTRIAL
TRANSPORTATION, LLC,
ONE SOURCE INDUSTRIAL SAFETY AND
SUPPLY, INC., ONE SOURCE
TRANSPORTATION, LLC, ONE SOURCE
INDUSTRIAL. L.L.C., ONE SOURCE WELL
SERVICES, LLC, and ONE SOURCE
INDUSTRIAL ENVIRONMENTAL, LLC

By: _____
Signature of Authorized Representative

Printed Name: _____

Title: _____

PURCHASER:

Amegy Bank National Association
d/b/a Amegy Bank Business Credit

By: _____

Name: _____

Title: _____

SERVICE LIST