
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): November 14, 2016

Nuverra Environmental Solutions, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33816
(Commission
File Number)

26-0287117
(IRS Employer
Identification No.)

14624 N. Scottsdale Road, Suite #300, Scottsdale, Arizona
(Address of Principal Executive Offices)

85254
(Zip Code)

Registrant's telephone number, including area code: (602) 903-7802

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions (*see* General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.*Term Loan Agreement Amendment*

On November 14, 2016, Nuverra Environmental Solutions, Inc. (the “Company”) entered into a Third Amendment (Increase Amendment) to Term Loan Credit Agreement (the “Term Loan Agreement Amendment”) by and among the lenders named therein (the “Term Loan Lenders”), Wilmington Savings Fund Society, FSB (“Wilmington”), as administrative agent, Wells Fargo Bank, National Association (“Wells Fargo”), as collateral agent, the Company, and the guarantors named therein, which further amends the Term Loan Credit Agreement, dated April 15, 2016, by and among Wilmington, the Term Loan Lenders, and the Company (the “Term Loan Agreement”) by increasing the Term Loan Lenders’ commitment, and the principal amount borrowed by the Company, under the Term Loan Agreement from \$24,000,000 to \$30,600,000 (the “Additional Term Commitment”).

Pursuant to the Term Loan Agreement Amendment, the Company is required to use the net cash proceeds of the Additional Term Commitment of \$6 million to pay the fees, costs and expenses incurred in connection with the Term Loan Agreement Amendment and the approximately \$2 million in interest payments accrued on its outstanding 9.875% Senior Notes due 2018 (the “2018 Notes”). As previously disclosed, the Company made the approximately \$2 million in interest payments on the 2018 Notes on November 14, 2016. The remaining net cash proceeds, subject to satisfaction of certain release conditions, will be available for general operating, working capital and other general corporate purposes. In connection with the Term Loan Agreement Amendment, the Company paid to the Lenders an amendment fee of \$600,000, which was added to the principal amount outstanding thereunder.

The foregoing description of the Term Loan Agreement Amendment is only a summary and does not purport to be a complete description of the terms and conditions under the Term Loan Agreement Amendment, and such description is qualified in its entirety by reference to the full text of the Term Loan Agreement Amendment, a copy of which is attached hereto as Exhibit 10.1.

ABL Facility Amendment

On November 14, 2016 (the “Effective Date”), the Company entered into a Thirteenth Amendment to Amended and Restated Credit Agreement (the “ABL Facility Amendment”) by and among Wells Fargo, the lenders named therein (the “Lenders”), and the Company, which further amends the Company’s Amended and Restated Credit Agreement, dated as of February 3, 2014, by and among Wells Fargo, the Lenders, and the Company (as amended, the “ABL Facility”). The ABL Facility Amendment amends the ABL Facility on the Effective Date by amending the refinancing covenant to extend the date by which the Company is required to refinance the ABL Facility in full from November 14, 2016 to November 30, 2016; provided that if the Company satisfies certain conditions described below, this date will be extended to December 16, 2016.

In addition, the ABL Facility Amendment also amends the ABL Facility on the Effective Date by increasing the amount of Permitted Indebtedness (as defined in the ABL Facility) under the Term Loan Agreement from \$24,000,000 to \$30,600,000 to permit the Additional Term Commitment and reduces the Additional Term Loan Debt requirement from \$10,000,000 to \$6,000,000. In connection with the ABL Facility Amendment, the Company was required to deposit approximately \$4 million of the net proceeds of the Additional Term Loan Debt in the Company’s master operating account and pay the approximately \$2 million in interest payments accrued on the 2018 Notes.

The Company continues to engage in active discussions with certain of its debtholders regarding strategic alternatives to improve its long-term capital structure and liquidity, including in-court and out-of-court

restructuring transactions. In order to accommodate the possibility of an in-court restructuring transaction, the ABL Facility Amendment also includes certain other amendments to the ABL Facility that would further extend the date by which the Company is required to refinance the ABL Facility in full from November 30, 2016 to December 16, 2016, subject to the satisfaction of certain conditions that include the preparation of financing documentation designed to facilitate a prepackaged plan of reorganization should the Company and the debtholders with whom the Company is negotiating determine that an in-court restructuring alternative would be in the best interests of the Company. The parties have not entered into any definitive agreements regarding a specific restructuring transaction and there can be no assurance that such agreements will be reached.

The foregoing description of the ABL Facility Amendment is only a summary and does not purport to be a complete description of the terms and conditions under the ABL Facility Amendment, and such description is qualified in its entirety by reference to the full text of the ABL Facility Amendment, a copy of which is attached hereto as Exhibit 10.2.

Intercreditor Agreements Amendments

On November 14, 2016, in connection with the Term Loan Amendment and the ABL Facility Amendment, the Company acknowledged and agreed to the terms and conditions under Amendment No. 1 to Intercreditor Agreement (the “Pari Passu Intercreditor Agreement Amendment”), dated November 14, 2016, by and among Wells Fargo, as pari passu collateral agent, Wells Fargo, as revolving credit agreement agent under the ABL Facility, and Wilmington, as administrative agent under the Term Loan Agreement, which amends the Intercreditor Agreement, dated as of April 15, 2016, between Wells Fargo, as pari passu collateral agent, Wells Fargo, as administrative agent under the ABL Facility, and Wilmington, as administrative agent under the Term Loan Agreement (the “Pari Passu Intercreditor Agreement”). The Pari Passu Intercreditor Agreement Amendment amends the Pari Passu Intercreditor Agreement to permit the Additional Term Commitment by amending the Term Loan Cap to increase it from \$26,400,000 to \$33,660,000.

On November 14, 2016, in connection with the Term Loan Amendment and the ABL Facility Amendment, the Company acknowledged and agreed to the terms and conditions under Amendment No. 1 to Intercreditor Agreement (the “Second Lien Intercreditor Agreement Amendment”), dated November 14, 2016, by and among Wells Fargo, as revolving credit agreement agent under the ABL Facility, Wilmington, as administrative agent under the Term Loan Agreement, and Wilmington, as second lien agent under the Second Lien Intercreditor Agreement, which amends the Intercreditor Agreement, dated as of April 15, 2016, between Wells Fargo, as administrative agent under the ABL Facility, Wilmington, as administrative agent under the Term Loan Agreement, and Wilmington, as collateral agent under the Indenture governing the Company’s Senior Secured Second Lien Notes due 2021 (the “Second Lien Intercreditor Agreement”). The Second Lien Intercreditor Agreement Amendment amends the Second Lien Intercreditor Agreement to permit the Additional Term Commitment by amending the Term Loan Cap to increase it from \$26,400,000 to \$33,660,000.

The foregoing descriptions of the Pari Passu Intercreditor Agreement Amendment and the Second Lien Intercreditor Agreement Amendment are only summaries and do not purport to be a complete description of the terms and conditions under the Pari Passu Intercreditor Agreement Amendment and the Second Lien Intercreditor Agreement Amendment, and such descriptions are qualified in their entirety by reference to the full text of the Pari Passu Intercreditor Agreement Amendment and the Second Lien Intercreditor Agreement Amendment, copies of which are attached hereto as Exhibits 4.1 and 4.2, respectively.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 regarding the Term Loan Amendment is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d)

<u>Exhibit Number</u>	<u>Description</u>
4.1	Amendment No. 1 to Intercreditor Agreement, dated November 14, 2016, by and among Wells Fargo, as pari passu collateral agent, Wells Fargo, as revolving credit agreement agent under the ABL Facility, and Wilmington, as administrative agent under the Term Loan Agreement
4.2	Amendment No. 1 to Intercreditor Agreement, dated November 14, 2016, by and among Wells Fargo, as revolving credit agreement agent under the ABL Facility, Wilmington, as administrative agent under the Term Loan Agreement, and Wilmington, as second lien agent under the Second Lien Intercreditor Agreement
10.1	Third Amendment (Increase Amendment) to Term Loan Credit Agreement, dated November 14, 2016, by and among the Term Loan Lenders, Wilmington, Wells Fargo, the Company and the named therein
10.2	Thirteenth Amendment to Amended and Restated Credit Agreement, dated November 14, 2016, by and among Wells Fargo, the Lenders, and the Company

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC.

Date: November 18, 2016

By: /s/ Joseph M. Crabb

Name: Joseph M. Crabb

Title: Executive Vice President and
Chief Legal Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1	Amendment No. 1 to Intercreditor Agreement, dated November 14, 2016, by and among Wells Fargo, as pari passu collateral agent, Wells Fargo, as revolving credit agreement agent under the ABL Facility, and Wilmington, as administrative agent under the Term Loan Agreement
4.2	Amendment No. 1 to Intercreditor Agreement, dated November 14, 2016, by and among Wells Fargo, as revolving credit agreement agent under the ABL Facility, Wilmington, as administrative agent under the Term Loan Agreement, and Wilmington, as second lien agent under the Second Lien Intercreditor Agreement
10.1	Third Amendment (Increase Amendment) to Term Loan Credit Agreement, dated November 14, 2016, by and among the Term Loan Lenders, Wilmington, Wells Fargo, the Company and the guarantors named therein
10.2	Thirteenth Amendment to Amended and Restated Credit Agreement, dated November 14, 2016, by and among Wells Fargo, the Lenders, and the Company

AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT

THIS AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT (“Amendment”) is entered into as of November 14, 2016, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Pari Passu Collateral Agent for the Pari Passu Secured Parties, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Revolving Credit Agreement Agent for the Revolving Credit Agreement Secured Parties, and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Term Loan Agent for the Term Loan Secured Parties.

WHEREAS, Pari Passu Collateral Agent, Revolving Credit Agreement Agent, and Term Loan Agent are parties to that certain Intercreditor Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified, the “Intercreditor Agreement”);

WHEREAS, on the date hereof, certain Term Loan Lenders intend to provide the Company with additional term loans under the Term Loan Agreement subject to the terms of the Intercreditor Agreement; and

WHEREAS, Pari Passu Collateral Agent, Revolving Credit Agreement Agent, and Term Loan Agent desire to amend the Intercreditor Agreement to amend certain of the provisions of the Intercreditor Agreement pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Intercreditor Agreement.

2. Amendments to Intercreditor Agreement. Subject to the conditions to effectiveness set forth in Section 3 below, the Intercreditor Agreement is hereby amended as follows:

(a) Section 1.1 of the Intercreditor Agreement is hereby amended by amending section (i) of the definition of “Term Loan Cap” by deleting “\$26,400,000” and inserting “\$33,660,000” in lieu thereof.

(b) Section 1.1 of the Intercreditor Agreement is hereby amended by adding the following definitions in the proper alphabetical order:

“**Additional Term Loan Proceeds**” means the \$3,985,378.97 in net proceeds deposited into the Master Account pursuant to that certain Thirteenth Amendment to Amended and Restated Credit Agreement, dated as of November 14, 2016, by and among Company, Revolving Credit Agreement Agent and Revolving Credit Agreement Lenders.

“**Master Account**” means that certain Master Operating Account at Wells Fargo Bank, National Association, held in the name of Nuverra Environmental Solutions Inc., account number ending -7839.

(c) Section 2.16 of the Intercreditor Agreement is hereby amended by adding the following sentence to the end of such section:

“Notwithstanding anything in this Section 2.16 to the contrary, Borrower may repay the Term Loan Obligations with any Additional Term Loan Proceeds remaining in the Master Account on December 15, 2016, and Term Loan Secured Parties may accept and keep for the benefit of Term Loan Secured Parties any such payment.

3. Conditions to Effectiveness. The amendments set forth in Section 2 shall become effective upon the satisfaction of each of the following conditions precedent:

(a) The parties hereto shall have each executed this Amendment; and

(b) all conditions precedent to the effectiveness set forth in Section 6 (other than the condition to deliver this Amendment) of that certain Thirteenth Amendment to Amended and Restated Credit Agreement, dated as of the date hereof (the “Thirteenth Amendment to Revolving Credit Agreement”), by and among Company, Revolving Credit Agreement Agent and Revolving Credit Agreement Lenders shall have been met.

4. Continuing Effect. Except as expressly set forth herein, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Intercreditor Agreement, or a waiver of any other terms or provisions thereof, and the Intercreditor Agreement shall remain unchanged and shall continue in full force and effect, in each case as amended hereby.

5. Miscellaneous.

(a) Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

(b) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Pari Passu Collateral Agent

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Revolving Credit Agreement Agent

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Term Loan Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

ACKNOWLEDGMENT

Borrower and each of Borrower's undersigned Subsidiaries each hereby acknowledge that they have received a copy of the foregoing Amendment No. 1 to Intercreditor Agreement and agree to recognize all rights granted by the Amendment No. 1 to Intercreditor Agreement and the Intercreditor Agreement to Pari Passu Collateral Agent, each Authorized Representative, the Pari Passu Secured Parties, waive the provisions of Section 9-615(a) of the UCC in connection with the application of proceeds of Collateral in accordance with the provisions of the Amendment No. 1 to Intercreditor Agreement and Intercreditor Agreement, agree that they will not do any act or perform any obligation which is not in accordance with the agreements set forth in the Amendment No. 1 to Intercreditor Agreement and Intercreditor Agreement. Borrower and each of Borrower's undersigned Subsidiaries each further acknowledge and agree that they are not an intended beneficiary or third party beneficiary under the Amendment to No. 1 Intercreditor Agreement or the Intercreditor Agreement, as amended, restated, supplemented, or otherwise modified hereafter.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC., as
Borrower

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: Chief Executive Officer

HECKMANN WATER RESOURCES CORPORATION

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

HECKMANN WATER RESOURCES (CVR), INC.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

1960 WELL SERVICES, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

HEK WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

APPALACHIAN WATER SERVICES, LLC

By: HEK Water Solutions, LLC, its managing member

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a Delaware limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a North Dakota limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

LANDTECH ENTERPRISES, L.L.C.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS LEASING, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

IDEAL OILFIELD DISPOSAL, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

NUVERRA TOTAL SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

NES WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

HECKMANN WOODS CROSS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT

THIS AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT ("Amendment") is entered into as of November 14, 2016, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Revolving Credit Agreement Agent, **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Term Loan Agent, and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Second Lien Agent.

WHEREAS, Revolving Credit Agreement Agent, Term Loan Agent, and Second Lien Agent are parties to that certain Intercreditor Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified, the "Intercreditor Agreement");

WHEREAS, on the date hereof, certain Term Lenders intend to provide the Company with additional term loans under the Term Loan Agreement subject to the terms of the Intercreditor Agreement; and

WHEREAS, Revolving Credit Agreement Agent, Term Loan Agent, and Second Lien Agent desire to amend the Intercreditor Agreement to amend certain of the provisions of the Intercreditor Agreement pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Intercreditor Agreement.

2. Amendments to Intercreditor Agreement. Subject to the conditions to effectiveness set forth in Section 3 below, the Intercreditor Agreement is hereby amended as follows"

(a) Section 1.1 of the Intercreditor Agreement is hereby amended by amending section (i) of the definition of "Term Loan Cap" by deleting "\$26,400,000" and inserting "\$33,660,000" in lieu thereof.

3. Conditions to Effectiveness. The amendments set forth in Section 2 shall become effective upon the satisfaction of each of the following conditions precedent:

(a) The parties hereto shall have each executed this Amendment; and

(b) all conditions precedent to the effectiveness set forth in Section 6 (other than the condition to deliver this Amendment) of that certain Thirteenth Amendment to Amended and Restated Credit Agreement, dated as of the date hereof, by and among Company, Revolving Credit Agreement Agent and Revolving Credit Agreement Lenders shall have been met.

4. Continuing Effect. Except as expressly set forth herein, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Intercreditor Agreement, or a waiver of any other terms or provisions thereof, and the

Intercreditor Agreement shall remain unchanged and shall continue in full force and effect, in each case as amended hereby.

5. Miscellaneous.

(a) Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

(b) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Pari Passu Collateral Agent

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Revolving Credit Agreement Agent

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Term Loan Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Second Lien Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

ACKNOWLEDGMENT

Borrower and each of Borrower's undersigned Subsidiaries each hereby acknowledge that they have received a copy of the foregoing Amendment No. 1 to Intercreditor Agreement and agree to recognize all rights granted by the Amendment No. 1 to Intercreditor Agreement and the Intercreditor Agreement to First Lien Agent, the other First Lien Claimholders, Second Lien Agent, and the other Second Lien Claimholders, waive the provisions of Section 9-615(a) of the UCC in connection with the application of proceeds of Collateral in accordance with the provisions of the Amendment No. 1 to Intercreditor Agreement and Intercreditor Agreement, agree that they will not do any act or perform any obligation which is not in accordance with the agreements set forth in the Amendment No. 1 to Intercreditor Agreement and Intercreditor Agreement. Borrower and each of Borrower's undersigned Subsidiaries each further acknowledge and agree that they are not an intended beneficiary or third party beneficiary under the Amendment No. 1 to Intercreditor Agreement or the Intercreditor Agreement, as amended, restated, supplemented, or otherwise modified hereafter.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC., as
Borrower

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: Chief Executive Officer

HECKMANN WATER RESOURCES CORPORATION

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

HECKMANN WATER RESOURCES (CVR), INC.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

1960 WELL SERVICES, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

HEK WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

APPALACHIAN WATER SERVICES, LLC

By: HEK Water Solutions, LLC, its managing member

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a Delaware limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a North Dakota limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

LANDTECH ENTERPRISES, L.L.C.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS LEASING, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

IDEAL OILFIELD DISPOSAL, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

NUVERRA TOTAL SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

NES WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

HECKMANN WOODS CROSS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

**THIRD AMENDMENT (INCREASE AMENDMENT)
TO
TERM LOAN CREDIT AGREEMENT**

THIS THIRD AMENDMENT (INCREASE AMENDMENT) TO TERM LOAN CREDIT AGREEMENT (this "Amendment") is entered into as of November 14, 2016, by and among the lenders identified on the signature pages hereof, WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent (in such capacity, "Administrative Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, "Collateral Agent"), NUVERRA ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation ("Borrower"), and the entities listed on Schedule 1 ("Guarantors").

WITNESSETH:

WHEREAS, Borrower, the Administrative Agent and Lenders are parties to that certain Term Loan Credit Agreement dated as of April 15, 2016 (as amended by that certain First Amendment to Term Loan Credit Agreement, dated as of June 30, 2016, and as further amended by that certain Second Amendment to Term Loan Credit Agreement, dated as of September 22, 2016, and as amended, restated, modified or supplemented from time to time prior to the date hereof, the "Existing Credit Agreement;" the Existing Credit Agreement, as amended by this Amendment and as may be further amended, restated, modified or supplemented from time to time after the date hereof, is herein referred to as the "Amended Credit Agreement"); and

WHEREAS, Borrower has requested that certain Lenders extend Additional Term Loans (as defined) to Borrower, and each Additional Term Loan Lender (as defined) party hereto has agreed to provide such Additional Term Loans to Borrower on the terms and conditions set forth herein and in the Amended Credit Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Amended Credit Agreement.

2. Amendments to Existing Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 5 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 4 below, the Existing Credit Agreement is hereby amended as follows:

(a) Schedule 1.1 thereof shall be amended by adding the following definitions in appropriate alphabetical order:

"Additional Term Commitment" means, with respect to each Additional Term Loan Lender, its Additional Term Commitment, and, with respect to all Additional Term Loan Lenders, their Additional Term Commitments, in each case as such Dollar amounts are set forth beside such Additional Term Loan Lender's name under the applicable heading on Schedule C-1 to the Third Amendment.

"Additional Term Loan" means the Term Loans made pursuant to the Third Amendment.

“Additional Term Loan Lender” means each Lender party to the Third Amendment that has an Additional Term Commitment.

“Master Account” the Nuverra Environmental Solutions Inc., Master Operating Account ending -7839, maintained with Wells Fargo Bank, National Association.

“Original Term Commitment” means, with respect to each Original Term Lender, its Term Commitment, and, with respect to all Original Term Loan Lenders, their Term Commitments, in each case as such Dollar amounts were set forth beside such Original Term Lender’s name on Schedule C-1 to the Agreement.

“Original Term Lender” means a Lender that was party to the Agreement as of the Closing Date and that has an Original Term Commitment or has an outstanding Original Term Loan.

“Original Term Loan” means the term loans made pursuant to Section 2.1(a) of the Agreement on the Closing Date.

“Release Conditions” shall mean:

(a) at least one Business Day prior to the desired release date, Borrower shall have delivered to the Administrative Agent and the Collateral Agent a Notice of Release Request substantially in the form of Exhibit A to the Third Amendment, which Notice of Release Request shall constitute a representation and warranty that (a) all Release Conditions have been satisfied and (b) the funds will be used solely for purposes set forth in the Rolling Budget;

(b) each of the representations and warranties made by any Loan Party in or pursuant to this Agreement and any other Loan Document to which it is a party, and each of the representations and warranties contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement or any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein; or in all respects with respect to representations and warranties made on the Closing Date) on and as of the date of the requested release as if made on and as of such date, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein) on and as of such earlier date); and

(c) no Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the release requested to be made, on such date.

“Rolling Budget” means a projected statement of sources and uses of cash for the Loan Parties and their Subsidiaries on a weekly basis, for the following 13 calendar weeks, including any anticipated use of the proceeds of Additional Term Loans held in the Master Account for each week during such period and setting forth on a cumulative roll-forward basis, the projected cash disbursements and projected cash receipts for each applicable week, in form and substance reasonably satisfactory to the Lenders.

“Third Amendment” means the Third Amendment (Increase Amendment) to Term Loan Credit Agreement in respect of this Agreement, dated as of November 14, 2016, among Borrower, the Guarantors, party thereto, the Administrative Agent, the Collateral Agent and the Lenders party thereto.

“Third Amendment Effective Date” means November 14, 2016, which is the date on which each of the conditions set forth in Section 4 of the Third Amendment has been satisfied and the Additional Term Loans have been funded by the Additional Term Loan Lenders.

(b) Schedule 1.1 thereof shall be amended by deleting the definitions set forth below in their entirety and replacing them with the following:

“Term Commitment” means an Original Term Commitment or an Additional Term Commitment, or both, as the context may require.

“Term Lender” means a Lender that has a Term Commitment or that has an outstanding Term Loan.

“Term Loan” means an Original Term Loan or an Additional Term Loan, or both, as the context may require.

(c) Schedule 5.1 thereof shall be amended by adding an additional row thereto as follows:

on a weekly basis, as soon (m) a Rolling Budget.
as available but no later
than Wednesday of each
week

(d) Schedule C-1 thereof shall be amended and restated in its entirety by Schedule C-1 attached to this Amendment.

(e) Section 2.1(a) thereof shall be amended and restated in its entirety as follows:

“(a) Subject to the terms and conditions of this Agreement, each Term Lender agrees (severally, not jointly or jointly and severally) to make a simultaneous loan or loans to Borrower on the Closing Date in an amount not to exceed such Lender’s Original Term Commitment. Subject to the terms and conditions of this Agreement, each Additional Term Loan Lender agrees (severally, not jointly or jointly and severally) to make a simultaneous loan or loans to Borrower on the Third Amendment Effective Date in an amount not to exceed such Additional Term Loan Lender’s Additional Term Commitment.”

(f) Section 2.3(h) thereof shall be amended by amending and restating the first sentence thereof as follows:

“The Term Loans shall be made by the applicable Lenders contemporaneously and in accordance with their Pro Rata Shares of the applicable Term Commitments.”

(g) Section 2.4(c) thereof shall be amended and restated in its entirety as follows:

“(c) **Termination of Term Commitments.** The applicable Term Commitments shall be automatically and permanently terminated on the date of the Borrowing of applicable Term Loans under Section 2.1(a).”

(h) Section 2.4 thereof shall be amended by inserting a new clause (g) at the end thereof as follows:

“(g) **Master Account.** To the extent that, as of December 15, 2016, any amount shall remain on deposit in the Master Account in excess of the amount on deposit in the Master Account immediately prior to the funding of the Additional Term Loans on the Closing Date, Borrower shall immediately transfer funds in an amount equal to such excess to the Administrative Agent for distribution to the Lenders as a prepayment of an outstanding principal amount of Additional Term Loans.

(i) Section 6.11 thereof shall be amended and restated in its entirety as follows:

“6.11 **Use of Proceeds.**

(a) Borrower will not, and will not permit any of its Subsidiaries to use the proceeds of any Original Term Loan made hereunder on the Closing Date for any purpose other than (i) on the Closing Date, to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby, and (ii) thereafter, consistent with the terms and conditions hereof, for their lawful and permitted purposes (including the repurchase, redemption, prepayment or other acquisition of any Bond Debt). Borrower will not, and will not permit any of its Subsidiaries to use the proceeds of any Additional Term Loan made under the Third Amendment on the Third Amendment Effective Date for any purpose other than (i) on the Third Amendment Effective Date, to pay (A) the fees, costs and expenses incurred in connection with the Third Amendment and (B) interest and other amounts accrued under the Bond Debt in an amount not to exceed \$2,014,621.03 and (ii) thereafter, subject to satisfaction of the Release Conditions and Section 6.11(b), for general operating, working capital and other general corporate purposes of Borrower not otherwise prohibited by the terms hereof.

(b) Notwithstanding anything to the contrary contained herein, the proceeds of Additional Term Loans which are not used on the Third Amendment Effective Date for the purposes described in the second sentence of Section 6.11(a) shall be deposited solely into the Master Account and held in such account subject to satisfaction of the Release Conditions. Upon satisfaction of the Release Conditions, Borrower may withdraw funds as set forth in the appropriate Notice of Release Request; provided that, upon release from the Master Account, such released funds may not be used for any purpose other than as set forth in the most recent Rolling Budget delivered to the Lenders pursuant to Schedule 5.1.

(c) It is agreed that no part of the proceeds of the loans made to Borrower will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors).

3. Additional Term Loans.

(a) On the Third Amendment Effective Date, each Additional Term Loan Lender agrees (severally, not jointly or jointly and severally) to make a simultaneous Additional Term Loan to Borrower on the Third Amendment Effective Date in an amount not to exceed such Additional Term Loan Lender's Additional Term Commitment.

(b) The proceeds of the Additional Term Loans shall, to the extent not utilized on the Third Amendment Effective Date for the purposes described in clause (i) of the second sentence of Section 6.11(a) of the Amended Credit Agreement, be deposited solely into the Master Account and released solely upon satisfaction of the Release Conditions as set forth in the Amended Credit Agreement.

(c) The Additional Term Loans shall be "Term Loans" under the Amended Credit Agreement and shall have the same terms (including with respect to maturity, pricing, prepayments, events of default and assignability) as the Term Loans made under the Existing Credit Agreement.

4. Conditions to Effectiveness of Effective Date Amendments. The amendments set forth in Section 2 shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to the Administrative Agent in all respects (the "Third Amendment Effective Date"):

(a) The Administrative Agent shall have received a copy of this Amendment executed and delivered by the Administrative Agent, the Lenders party hereto, and the Loan Parties;

(b) Borrower shall have executed and delivered an amendment, in form and substance satisfactory to the Administrative Agent and each of the Lenders party thereto, to that certain Amended and Restated Credit Agreement, dated as of February 3, 2014, by Borrower, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto;

(c) Borrower shall have executed and delivered amendments, in form and substance satisfactory to the Administrative Agent and each of the Lenders, to each of the Pari Passu Intercreditor Agreement and the Second Lien Intercreditor Agreement, pertaining to this Amendment and the Additional Term Loans made hereunder (collectively, the "Intercreditor Amendments");

(d) The Collateral Agent shall have received evidence that appropriate financing statements have been duly filed in such office or offices as may be necessary or, in the opinion of any Agent, desirable to perfect the Collateral Agent's Liens in and to the Collateral, and Collateral Agent shall have received searches reflecting the filing of all such financing statements;

(e) The Administrative Agent shall have received a certificate from the Secretary of each Loan Party (i) attesting to the resolutions of such Loan Party's board of directors authorizing

its execution, delivery, and performance of this Amendment and the other Loan Documents to which it is a party, (ii) authorizing specific officers of such Loan Party to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of such Loan Party;

(f) The Administrative Agent shall have received confirmation that each Loan Party's Governing Documents have not been as amended, supplemented or otherwise modified since the Closing Date;

(g) The Administrative Agent shall have received a certificate of status with respect to each Loan Party, dated prior to the Third Amendment Effective Date, such certificate to be issued by the appropriate officer of the jurisdiction of organization of such Loan Party, which certificate shall indicate that such Loan Party is in good standing in such jurisdiction;

(h) Each Agent shall have received an opinion of the Loan Parties' counsel (including an opinion of counsel in respect of each of such Loan Parties' jurisdiction of organization) in form and substance satisfactory to each Agent;

(i) Borrower shall have paid all Lender Group Expenses incurred in connection with the transactions evidenced by this Amendment and the other Loan Documents;

(j) The Administrative Agent shall have received from Borrower, for the benefit of the Lenders party hereto, the Amendment Fee;

(k) Borrower and each of its Subsidiaries shall have received all licenses, approvals or evidence of other actions required by any Governmental Authority in connection with the execution and delivery by Borrower or its Subsidiaries of this Amendment and the other Loan Documents or with the consummation of the transactions contemplated thereby;

(l) After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the Third Amendment Effective Date;

(m) The Administrative Agent shall have received a Borrowing request from Borrower in compliance with the provisions of Section 2.3(a) of the Existing Credit Agreement;

(n) Borrower shall have delivered to the Administrative Agent a certificate setting forth the amount held in the Master Account immediately prior to the funding of the Additional Term Loans on the Closing Date; and

(o) all corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Amendment shall be satisfactory in form and substance to the Administrative Agent and its counsel.

5. Representations and Warranties. In order to induce the Agents and Lenders to enter into this Amendment, Borrower hereby represents and warrants to the Agents and Lenders that:

(a) as to each Loan Party, the execution, delivery, and performance by such Loan Party of this Amendment to which it is a party have been duly authorized by all necessary action on the part of such Loan Party;

(b) as to each Loan Party, the execution, delivery, and performance by such Loan Party of this Amendment does not and will not (i) violate any material provision of federal, state,

or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Loan Party or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain which could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect;

(c) this Amendment has been duly executed and delivered by each Loan Party that is a party hereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally;

(d) after giving effect to this Amendment, all representations and warranties contained in the Loan Documents to which Borrower is a party are true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such earlier date); and

(e) after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

6. Amendment Fee. In connection with this Amendment, Borrower agrees to pay to the Agents, for the ratable account of the Additional Term Loan Lenders party to this Amendment (such ratable amount based on each such Additional Term Loan Lender's Additional Term Commitment as a percentage of the Additional Term Commitments of all such Additional Term Loan Lenders party to this Amendment), an amendment fee (the "Amendment Fee") of \$600,000, which fee is due and payable on the Third Amendment Effective Date, and fully earned and non-refundable on the Third Amendment Effective Date. The Amendment Fee is in addition to and not net of any fees previously paid by Borrower or any Loan Party pursuant to any Loan Document.

7. Reference to and Effect on the Amended Credit Agreement and the other Loan Documents.

(a) On and after the Third Amendment Effective Date, each reference in the Amended Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to the Amended Credit Agreement.

(b) The Existing Credit Agreement and each of the other Loan Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. On and after the Third Amendment Effective Date, this Amendment shall for all purposes constitute a Loan Document.

8. Acknowledgment; Liens Unimpaired. Each Loan Party hereby acknowledges that it has read this Amendment and consents to its terms, and further hereby affirms, confirms, represents, warrants and agrees that (a) notwithstanding the effectiveness of this Amendment, the obligations of such Loan Party under each of the Loan Documents to which such Loan Party is a party shall not be impaired and each of the Loan Documents to which such Loan Party is a party is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects and (b) after giving effect to this Amendment, (i) the execution, delivery, performance or effectiveness of this Amendment shall not impair the validity, effectiveness or priority of the Liens granted pursuant to the Loan Documents and such Liens shall continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred, including, without limitation, the Additional Term Loans to be made by the Additional Term Loan Lenders on the Third Amendment Effective Date, (ii) the Guaranty and Security Agreement, as and to the extent provided in the Loan Documents, shall continue in full force and effect in respect of the Obligations under the Amended Credit Agreement and the other Loan Documents, including, without limitation, the Additional Term Loans to be made by the Additional Term Loan Lenders on the Third Amendment Effective Date, and (iii) each Control Agreement previously delivered by Borrower in connection with the Existing Credit Agreement shall not be impaired and each Control Agreement continues in full force and effect in respect of the Obligations under the Amended Credit Agreement and the other Loan Documents, including, without limitation, the Additional Term Loans to be made by the Additional Term Loan Lenders on the Third Amendment Effective Date. For the avoidance of doubt, each Loan Party hereby acknowledges and affirms that the Additional Term Loans made pursuant to this Amendment or the Amended Credit Agreement constitute "Obligations" (as defined in the Guaranty and Security Agreement) and similar defined terms used in the Loan Documents.

9. Authorization of Administrative Agent. By signing below, the Lenders party hereto (which Lenders constitute the "Required Lenders" under and as defined in the Existing Credit Agreement) hereby authorize and direct the Administrative Agent to execute and deliver each of (a) this Amendment, (b) the Intercreditor Amendments and (c) each other certificate, filing, agreement or other document relating to this Amendment and the transactions contemplated hereby.

10. Miscellaneous.

(a) Expenses. Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of any Agent (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Amendment and the Existing Credit Agreement as amended hereby.

(b) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Existing Credit Agreement or any other Loan Document, the

terms and provisions set forth in Section 12 of the Existing Credit Agreement are expressly incorporated herein by reference.

(c) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart of this Agreement.

(d) Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

11. Release.

(a) In consideration of the agreements of the Agents and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Borrower and each Guarantor that executes this Amendment, on behalf of itself and its successors, assigns, and other legal representatives (Borrower, each Guarantor and all such other Persons being hereinafter referred to collectively as the "Releasors" and individually as a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Agents, and Lenders, and their successors and assigns, and their present and former shareholders, Affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agents, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in any way related to or in connection with this Amendment, the Existing Credit Agreement, the Amended Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each of Borrower and each Guarantor that executes this Amendment understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each of Borrower and each Guarantor that executes this Amendment agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Amendment as of the date first written above.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: Chairman and Chief Executive Officer

**1960 WELL SERVICES, LLC
BADLANDS LEASING, LLC
BADLANDS POWER FUELS, LLC (DE)
BADLANDS POWER FUELS, LLC (ND)
HECKMANN WATER RESOURCES CORPORATION
HECKMANN WATER RESOURCES (CVR), INC.
HECKMANN WOODS CROSS, LLC
HEK WATER SOLUTIONS, LLC
IDEAL OILFIELD DISPOSAL, LLC
LANDTECH ENTERPRISES, L.L.C.
NES WATER SOLUTIONS, LLC
NUVERRA TOTAL SOLUTIONS, LLC**

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

APPALACHIAN WATER SERVICES, LLC

By: HEK Water Solutions, LLC, its managing member

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Administrative Agent

By: /s/ Geoffrey J. Lewis

Name: Geoffrey J. Lewis

Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

ASCRIBE II INVESTMENTS LLC, as a Lender

By: /s/ Lawrence First

Name: Lawrence First

Title: Managing Director

ASCRIBE III INVESTMENTS LLC, as a Lender

By: /s/ Lawrence First

Name: Lawrence First

Title: Managing Director

ECF VALUE FUND, LP, as a Lender

By: /s/ Jeff Gates

Name: Jeff Gates

Title: Managing Partner of the General Partner

ECF VALUE FUND II, LP, as a Lender

By: /s/ Jeff Gates

Name: Jeff Gates

Title: Managing Partner of the General Partner

ECF VALUE FUND INTERNATIONAL MASTER, LP, as a Lender

By: /s/ Jeff Gates

Name: Jeff Gates

Title: President of the Investment Manager

SCHEDULE 1

GUARANTORS

<u>Subsidiary Guarantor</u>	<u>Jurisdiction of Formation</u>
1. Nuverra Environmental Solutions, Inc.	Delaware
2. 1960 Well Services, LLC	Ohio
3. Appalachian Water Services, LLC	Pennsylvania
4. Badlands Leasing, LLC	North Dakota
5. Badlands Power Fuels, LLC	Delaware
6. Badlands Power Fuels, LLC	North Dakota
7. Heckmann Water Resources Corporation	Texas
8. Heckmann Water Resources (CVR), Inc.	Texas
9. Heckmann Woods Cross, LLC	Utah
10. HEK Water Solutions, LLC	Delaware
11. Ideal Oilfield Disposal, LLC	North Dakota
12. Landtech Enterprises, L.L.C.	North Dakota
13. NES Water Solutions, LLC	Delaware
14. Nuverra Total Solutions, LLC	Delaware

Schedule C-1

Commitments

Lender	Original Term Commitment	Additional Term Commitment
ASCRIBE II INVESTMENTS LLC	\$ 1,020,000.00	\$ 280,500.00
ASCRIBE III INVESTMENTS LLC	\$11,409,600.00	\$3,137,640.00
ECF VALUE FUND, LP	\$ 2,731,200.00	\$ 803,660.00
ECF VALUE FUND II, LP	\$ 6,201,600.00	\$1,808,400.00
ECF VALUE FUND INTERNATIONAL MASTER, LP	\$ 2,637,600.00	\$ 569,800.00
All Lenders	\$24,000,000.00	\$6,600,000.00

Exhibit A

Notice of Release Request

FORM OF NOTICE OF RELEASE REQUEST

To: WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent
500 Delaware Avenue
Wilmington, DE 19801
Attention: Corporate Trust
Reference: Nuverra Environmental Solutions, Inc. Term Loan Credit Agreement
Facsimile: 302-421-9137

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
1100 Abernathy Road, Suite 1600
Atlanta, GA 30328
Attn: Account Manager – Nuverra
Facsimile: 866-358-0879

Re: Notice of Release Request dated _____, 20

Ladies and Gentlemen:

Reference is made to that certain Term Loan Credit Agreement dated as of April 15, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Nuverra Environmental Solutions, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Wilmington Savings Fund Society, FSB ("Wilmington"), as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

The undersigned hereby requests a release of proceeds from the Master Account in the amount of \$ _____ to occur on _____, 2016 (the "Release").

In connection with such Release, the undersigned officer of Borrower hereby certifies as of the date hereof that:

1. The proceeds of the Release will be used for the following purpose (which purpose is described in the most recent Rolling Budget delivered under the Credit Agreement, a copy of which is attached as Exhibit A hereto):

*[Insert description]*¹

¹ Purpose must be set forth in the Rolling Budget (which must be in form and substance reasonably satisfactory to the Lenders).

2. No Event of Default or Default has occurred or is continuing as of the date hereof and as of the date of the requested Release, or would exist after giving effect to the Release on the date thereof.

3. The representations and warranties of Borrower and its Subsidiaries set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof and as of the date of the requested Release (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

[signature page follows]

IN WITNESS WHEREOF, this **Exhibit A** Notice of Release Request is executed
by the **Rolling Budget**

undersigned this day of

NUVERRA ENVIRONMENTAL SOLUTIONS, INC. a
Delaware corporation, as Borrower

By: _____
Name: _____
Title: _____

**THIRTEENTH AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS THIRTEENTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of November 14, 2016, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent ("Agent") for the Lenders (as defined in the Credit Agreement referred to below), the Lenders party hereto, and NUVERRA ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation ("Borrower").

WHEREAS, Borrower, Agent, and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of February 3, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, Agent, Lenders and Borrower have agreed to amend the Credit Agreement in certain respects.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

2. Effective Date Amendments to Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 8 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 6 below, the Credit Agreement is hereby amended as follows:

(a) Section 6.14 of the Credit Agreement is hereby amended to replace the reference to "November 14, 2016" with "November 30, 2016" in lieu thereof.

(b) Schedule 1.1 of the Credit Agreement is hereby amended to amend and restate clause (v) of the definition of "Permitted Indebtedness" in its entirety to read as follows:

(v) Indebtedness under the Term Loan Documents in an aggregate principal amount not to exceed \$30,600,000, plus any interest required or permitted to be paid in kind under and pursuant to the Term Loan Documents.

3. Post-Effective Date Amendments to Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 8 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 7 below, the Credit Agreement is hereby amended as follows:

(a) Section 6.14 of the Credit Agreement is hereby amended to replace the reference to "November 30, 2016" with "December 16, 2016" in lieu thereof.

4. Effectiveness of the Amendment; Continuing Effect. Except as expressly set forth in Section 2 and Section 3 of this Amendment, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby. This Amendment is a Loan Document.

5. Reaffirmation and Confirmation. Borrower hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan Documents to which it is a party represent the valid, enforceable and collectible obligations of Borrower, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document. Borrower hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by Borrower in all respects.

6. Conditions to Effectiveness of Effective Date Amendments. The amendments set forth in Section 2 shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to Agent in all respects (the "Effective Date"):

- (a) Agent shall have received a copy of this Amendment executed and delivered by Agent, the Lenders party hereto, and the Loan Parties;
- (b) Agent shall have received evidence satisfactory to Agent in its sole discretion that (i) the Borrower has received \$3,985,378.97 of net proceeds from Additional Term Loan Debt (as such term is defined in that certain Eleventh Amendment to Amended and Restated Credit Agreement, dated as of October 13, 2016, by and among Borrower, Agent, and Lenders party thereto (the "Eleventh Amendment")) to be held in the Nuvera Environmental Solutions Inc., Master Operating Account ending -7839 (the "Master Account"); (ii) Borrower, or the administrative agent for the Additional Term Loan Debt (the "Term Loan Agent") on behalf of Borrower, has timely paid \$2,014,621.03 in net proceeds from Additional Term Loan Debt as required under the Bond Documents; and (iii) such Additional Term Loan Debt from clauses 6(b)(i) and 6(b)(ii) hereof is subject to the terms and conditions of the Pari Passu Intercreditor Agreement as "Term Loan Obligations" (as defined in the Pari Passu Intercreditor Agreement);
- (c) Agent shall have received an executed copy of an amendment to the Pari Passu Intercreditor Agreement in form and substance satisfactory to Agent;
- (d) Agent shall have received an executed copy of an amendment to the Second Lien Intercreditor Agreement, and such other documents or instruments reasonably required by Agent, each in form and substance satisfactory to Agent; and
- (e) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the Effective Date.

7. Conditions to Effectiveness of Post-Effective Date Amendments. The amendment set forth in Section 3 shall become effective upon the satisfaction of each of the following conditions precedent, in each case satisfactory to Agent in all respects:

(a) on or prior to November 30, 2016, Agent and Term Loan Agent shall have received a draft Amended and Restated Pari Passu Intercreditor Agreement that has been approved by Borrower's board of directors, management and outside counsel and that would become effective upon entry of a bankruptcy court order authorizing Borrower to enter into such agreement and execution by the Borrower, in form and substance satisfactory to Agent and Term Loan Agent;

(b) on or prior to November 30, 2016, Agent shall have received a draft Amended and Restated Second Lien Intercreditor Agreement that has been approved by Borrower's board of directors, management and outside counsel and that would become effective upon entry of a bankruptcy court order authorizing Borrower to enter into such agreement and execution by the Borrower, in form and substance satisfactory to Agent and Term Loan Agent;

(c) on or prior to November 30, 2016, Agent and Term Loan Agent shall have received a draft debtor-in-possession revolving credit agreement and a draft debtor-in-possession term loan credit agreement that have been approved by Borrower's board of directors, management and outside counsel and that would become effective upon entry of a bankruptcy court order authorizing Borrower to enter into such agreement and execution by the Borrower, in form and substance satisfactory to Agent and Term Loan Agent; and

(d) no Default or Event of Default shall have occurred and be continuing on the date the other conditions to effectiveness described in clauses 7(a) – (c) hereof are satisfied.

8. Representations and Warranties. In order to induce Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Agent and Lenders that:

(a) after giving effect to this Amendment, all representations and warranties contained in the Loan Documents to which Borrower is a party are true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of such earlier date);

(b) no Default or Event of Default has occurred and is continuing; and

(c) this Amendment and the Loan Documents, as amended hereby, constitute legal, valid and binding obligations of Borrower and are enforceable against Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

9. Additional Term Loan Debt.

(a) Upon Agent's receipt of evidence that the Borrower has received the Additional Term Loan Debt described in Section 6(b) above, all references to "\$10,000,000" set forth in Section 9(a) of the Eleventh Amendment and Section 7 of that certain Twelfth Amendment to Amended and Restated Credit Agreement, dated as November 4, 2016, by and among Borrower, Agent and Lenders party thereto, shall be replaced with "\$6,000,000" and any and all requirements or conditions set forth in the foregoing provisions shall be deemed fully satisfied.

(b) Agent and Lenders hereby agree not to exercise any remedies with respect to the cash proceeds of the Additional Term Loan Debt that are deposited in the Master Account (the "Additional Term Loan Proceeds"), including but not limited to exercising rights of setoff or exerting control over such Additional Term Loan Proceeds pursuant any Control Agreement unless there is an Event of Default after the Effective Date of this Amendment and the Term Loan Agent consents to such exercise of remedies; *provided that* Borrower hereby agrees that Agent and Lenders will have no duty to advance funds under the Credit Agreement until the Borrower provides evidence, in form and substance reasonably acceptable to Agent, that all of the Term Loan Proceeds have been spent by Borrower and the balance of funds in the Master Account is no greater than it was immediately before Borrower's receipt of the Additional Term Loan Proceeds; *provided, further*, that any Additional Term Loan Proceeds not used by the Borrower by December 15, 2016 shall be used by Borrower to repay the Additional Term Loan Debt. The Term Loan Agent is an intended third-party beneficiary of this Section 9(b).

(c) In the event that Agent and/or Lenders foreclose on or otherwise obtain direct control over the Additional Term Loan Proceeds in contravention of the terms and conditions of this Section 9, the Additional Term Loan Proceeds shall be deemed to be held in trust by the Agent, Lenders or other custodian of such funds (as applicable) for the benefit solely of the lenders that funded the Additional Term Loan Debt described in Section 6(b) above, and the Additional Term Loan Proceeds shall be turned over to Term Loan Agent on demand and in the form received for distribution by Term Loan Agent to the lenders that funded the Additional Term Loan Debt. For the avoidance of doubt, as between the lenders that funded the Additional Term Loan Debt and the Agent, this Section 9 shall constitute a subordination agreement among lenders for purposes of applying 11 U.S.C. § 510(a).

10. Miscellaneous.

(a) Expenses. Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of Agent (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Amendment and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Amendment and the Credit Agreement as amended hereby.

(b) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Credit Agreement or any other Loan Document, the terms and provisions set forth in Section 12 of the Credit Agreement are expressly incorporated herein by reference.

(c) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart of this Agreement.

(d) Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

11. Release.

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment, on behalf of itself and its successors, assigns, and other legal representatives (Borrower, each Guarantor and all such other Persons being hereinafter referred to collectively as the "Releasors" and individually as a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent, Issuing Bank and Lenders, and their successors and assigns, and their present and former shareholders, Affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Issuing Bank, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in any way related to or in connection with the Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each of Borrower and each Guarantor that executes a Consent and Reaffirmation to this Amendment agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

NUVERRA ENVIRONMENTAL SOLUTIONS, INC., as
Borrower

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Agent and as a Lender

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

BANK OF AMERICA, N.A., as a Lender

By: /s/ Lauren Trussell

Name: Lauren Trussell

Title: Vice President

CITIZENS BANK OF PENNSYLVANIA, as a Lender

By: /s/ John F. Kendrick

Name: John F. Kendrick

Title: Officer

CAPITAL ONE BUSINESS CREDIT CORP., as a Lender

By: /s/ Julianne Low

Name: Julianne Low

Title: Senior Director

ASCRIBE II INVESTMENTS, LLC, as a Lender

By: /s/ Lawrence A. First

Name: Lawrence A. First

Title: CIO & Managing Director

ASCRIBE III INVESTMENTS, LLC, as a Lender

By: /s/ Lawrence A. First

Name: Lawrence A. First

Title: CIO & Managing Director

CONSENT AND REAFFIRMATION

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Thirteenth Amendment to Amended and Restated Credit Agreement (terms defined therein and used, but not otherwise defined, herein shall have the meanings assigned to them therein); (ii) consents to Borrower's execution and delivery thereof; (iii) agrees to be bound thereby, including Section 11 of the foregoing Thirteenth Amendment to Amended and Restated Credit Agreement; and (iv) affirms that nothing contained therein shall modify in any respect whatsoever any Loan Documents to which the undersigned is a party and reaffirms that each such Loan Document is and shall continue to remain in full force and effect. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that Agent and Lenders have no obligation to inform such Guarantor of such matters in the future or to seek such Guarantor's acknowledgment or agreement to future consents, amendments or waivers, and nothing herein shall create such a duty.

HECKMANN WATER RESOURCES CORPORATION

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

HECKMANN WATER RESOURCES (CVR), INC.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

1960 WELL SERVICES, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

HEK WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President and Chief Operating Officer

APPALACHIAN WATER SERVICES, LLC

By: HEK Water Solutions, LLC, its managing member

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a Delaware limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS POWER FUELS, LLC, a North Dakota limited liability company

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

LANDTECH ENTERPRISES, L.L.C.

By: /s/ Mark D. Johnsrud
Name: Mark D. Johnsrud
Title: President

BADLANDS LEASING, LLC

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: President

IDEAL OILFIELD DISPOSAL, LLC

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: President

NUVERRA TOTAL SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: President

NES WATER SOLUTIONS, LLC

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: President

HECKMANN WOODS CROSS, LLC

By: /s/ Mark D. Johnsrud

Name: Mark D. Johnsrud

Title: President