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

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): December 16, 2016**

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**Nuverra Environmental Solutions, Inc.**

(Exact Name of Registrant as Specified in Charter)

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**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)

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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.**

*ABL Facility Amendment*

On December 16, 2016, Nuvera Environmental Solutions, Inc. (the “Company”) entered into a Fourteenth Amendment to Amended and Restated Credit Agreement (the “ABL Facility Amendment”) by and among Wells Fargo Bank, National Association (“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 by extending the date by which the Company is required to refinance the ABL Facility in full from December 16, 2016 to March 31, 2017 and the maturity date of the ABL Facility from December 31, 2016 to March 31, 2017.

In addition, among other terms and conditions, the ABL Facility Amendment amends the ABL Facility by (i) reducing the maximum revolver commitments from \$85 million to \$40 million, and (ii) increasing the Permitted Indebtedness (as defined in the ABL Facility) under the Term Loan Documents (as defined in the ABL Facility) from \$30,600,000 to \$58,100,000, plus any interest required or permitted to be paid in kind under and pursuant to the Term Loan Documents (as defined in the ABL Facility).

The Company continues to evaluate strategic options and transactions and expects to continue its discussions with certain of its debtholders regarding strategic alternatives to improve its long-term capital structure and liquidity.

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 10.1.

*Term Loan Agreement Amendment*

On December 16, 2016, the Company entered into a Fourth 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, 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 \$30,600,000 to 58,100,000 (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 \$25 million to pay the fees, costs and expenses incurred in connection with the Term Loan Agreement Amendment and to pay down \$22 million aggregate principal amount of loans outstanding under the Company’s ABL Facility. 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 \$2.5 million, 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 10.2.

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**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 Agreement Amendment is incorporated by reference into this Item 2.03.

**Item 7.01. Regulation FD Disclosure.**

The Company provided certain financial information to certain of its debtholders pursuant to non-disclosure agreements as part of ongoing discussions regarding strategic alternatives to improve the Company's long-term capital structure and liquidity, which is attached hereto as Exhibit 99.1 and incorporated herein by reference. The inclusion of the financial information therein should not be regarded as an indication that the Company or its affiliates or representatives consider the financial information to be a reliable prediction of future events, and the financial information should not be relied upon as such. Neither the Company nor any of its affiliates or representatives has made or makes any representation to any person regarding how the Company's financial condition, liquidity position or results of operations will compare to the financial information included therein, and none of them undertakes any obligation to publicly update the such financial information, including any projections, to reflect circumstances existing after the date when the financial information was made or to reflect the occurrence of future events, even in the event that any or all of the assumptions underlying the financial information are shown to be in error.

The information contained in this Item 7.01 and Exhibit 99.1 is being furnished, and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under Section 18. Furthermore, the information contained in this Item 7.01 and Exhibit 99.1 shall not be deemed to be incorporated by reference into the Company's filings under the Securities Act of 1933, as amended, or the Exchange Act.

**Item 9.01. Financial Statements and Exhibits.**

(d)

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourteenth Amendment to Amended and Restated Credit Agreement, dated December 16, 2016, by and among Wells Fargo, the Lenders, and the Company
10.2	Fourth Amendment (Increase Amendment) to Term Loan Credit Agreement, dated December 16, 2016, by and among the Term Loan Lenders, Wilmington, Wells Fargo, the Company and the guarantors named therein
99.1	Financial Information

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**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: December 19, 2016

By: /s/ Joseph M. Crabb

Name: Joseph M. Crabb

Title: Executive Vice President and Chief Legal Officer

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**EXHIBIT INDEX**

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99.1	Financial Information

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

THIS FOURTEENTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of December 16, 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. Amendments to Credit Agreement. In reliance upon the representations and warranties of Borrower set forth in Section 6 below, and subject to the satisfaction of the conditions to effectiveness set forth in Section 5 below, the Credit Agreement is hereby amended as follows:

(a) Section 2.1(a)(ii)(A) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(A) the amount equal to (1) the Maximum Revolver Amount less (2) the sum of (x) the Letter of Credit Usage at such time, plus (y) the principal amount of Swing Loans outstanding at such time, and

(b) Section 2.3(b) of the Credit Agreement is hereby amended to replace the reference to "10%" with "5%" in lieu thereof.

(c) The last sentence of Section 2.3(d)(i) of the Credit Agreement is hereby amended and restated in its entirety as follows:

Notwithstanding the foregoing, no Protective Advance shall be made which would cause (A) the aggregate amount of all Protective Advances outstanding at any one time to exceed 10% of the Maximum Revolver Amount unless the Required Lenders otherwise agree or (B) the aggregate amount of Revolver Usage outstanding at any one time to exceed the Maximum Revolver Amount.

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(d) The first sentence of Section 2.3(d)(ii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), the Lenders hereby authorize Agent or Swing Lender, as applicable, and either Agent or Swing Lender, as applicable, may, but is not obligated to, knowingly and intentionally, continue to make Revolving Loans (including Swing Loans) to Borrower notwithstanding that an Overadvance exists or would be created thereby, so long as (A) after giving effect to such Revolving Loans, the outstanding Revolver Usage does not exceed the Borrowing Base by more than 10% of the Maximum Revolver Amount (unless Required Lenders agree to a higher amount), and (B) after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Revolver Amount.

(e) Section 2.10(c) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(c) **Field Examination and Other Fees.** Borrower shall pay to Agent, field examination, appraisal, and valuation fees and charges, as and when incurred or chargeable, as follows (i) a fee of \$1,000 per day, per examiner, plus reasonable out-of-pocket expenses (including travel, meals, and lodging) for each field examination of Borrower and its Subsidiaries performed by personnel employed by Agent, and (ii) the fees or charges paid or incurred by Agent (but, in any event, no less than a charge of \$1,000 per day, per Person, plus reasonable out-of-pocket expenses (including travel, meals, and lodging)) if it elects to employ the services of one or more third Persons to perform field examinations of Borrower or its Subsidiaries, to establish electronic collateral reporting systems, or to appraise the Collateral, or any portion thereof; provided, that for so long as no Event of Default shall have occurred and be continuing, Borrower shall not be obligated to reimburse Agent for more than 1 field examination for the period commencing on the Fourteenth Amendment Effective Date and ending on March 31, 2017, or more than 1 full appraisal (or desktop appraisal, at Agent's discretion) of the Equipment for the period commencing on the Fourteenth Amendment Effective Date and ending on March 31, 2017.

(f) Section 2.11(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

- (b) Issuing Bank shall not issue a Letter of Credit if any of the following would result after giving effect to the requested issuance:
- (i) the Letter of Credit Usage would exceed \$7,000,000, or

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(ii) the Letter of Credit Usage would exceed the Maximum Revolver Amount less the outstanding amount of Revolving Loans (including Swing Loans), or

(iii) the Letter of Credit Usage would exceed the Borrowing Base at such time less the outstanding principal balance of the Revolving Loans (inclusive of Swing Loans) at such time.

(g) Section 3.2(c) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(c) [Reserved].

(h) Section 5.6 of the Credit Agreement is hereby amended and restated in its entirety as follows:

5.6 **Insurance.** Borrower will, and will cause each of its Subsidiaries to, at Borrower's expense, (a) maintain insurance respecting each of Borrower's and its Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily insured against by other Persons engaged in same or similar businesses and similarly situated and located, and (b) with respect to all Real Property Collateral located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", maintain flood insurance with respect to such Real Property Collateral (including any personal property which is located thereon) complying with the Flood Disaster Protection Act of 1973, as amended from time to time, in an amount satisfactory to all Lenders and otherwise satisfactory to all Lenders. All such policies of insurance shall be with financially sound and reputable insurance companies acceptable to Agent (it being agreed that, as of the Closing Date, each of Hartford Fire Insurance Company and ACE American Insurance Company is acceptable to Agent) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrower in effect as of the Closing Date are acceptable to Agent). All property insurance policies covering the Collateral are to be made payable to Agent for the benefit of Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Agent and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If Borrower or its Subsidiaries fail to maintain such insurance, Agent may arrange for such insurance, but at Borrower's

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expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrower shall give Agent prompt notice of any loss exceeding \$250,000 covered by its or its Subsidiaries' casualty or business interruption insurance. Upon the occurrence and the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Section 5.12 of the Credit Agreement is hereby amended and restated in its entirety as follows:

5.12. **Further Assurances.** Borrower will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, execute or deliver to Agent any and all financing statements, fixture filings, security agreements, pledges, assignments, mortgages, deeds of trust, opinions of counsel, and all other documents, including, if applicable, completion of all flood insurance documentation and diligence and coverage in accordance with the Flood Disaster Protection Act of 1973, as amended (the "Additional Documents") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in all of the assets of Borrower and its Subsidiaries (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), to create and perfect Liens in favor of Agent in any Real Property acquired by Borrower or any other Loan Party, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents; provided that the foregoing shall not apply to any Subsidiary of Borrower that is a CFC if providing such documents would result in adverse tax consequences or the costs to the Loan Parties of providing such documents are unreasonably excessive (as determined by Agent in consultation with Borrower) in relation to the benefits to Agent and the Lenders of the security afforded thereby. To the maximum extent permitted by applicable law, if Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time following the request to do so, Borrower and each other Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of Borrower and its Subsidiaries, including all of the outstanding capital Equity Interests of Borrower's Subsidiaries (subject to exceptions and limitations contained in the Loan Documents with respect to CFCs). With respect to any Real Property acquired by Borrower or any other Loan Party on which Agent will

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be taking a Lien, (x) Borrower will give Agent no less than forty five (45) days' prior written notice of such acquisition, (y) Borrower or such other Loan Party, as applicable, may not grant a Lien on such Real Property in favor of Agent until the completion of all flood insurance documentation and diligence and coverage in accordance with the Flood Disaster Protection Act of 1973, as amended, by all Lenders and, (z) in the event that any such Real Property is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", Borrower and Loan Parties will maintain flood insurance with respect to such Real Property Collateral (including any personal property which is located thereon) complying with the Flood Disaster Protection Act of 1973, as amended from time to time, in an amount satisfactory to all Lenders and otherwise satisfactory to all Lenders.

(j) Section 5 of the Credit Agreement is hereby amended by inserting the following Section 5.21 to the end thereof:

**5.21 Financial Advisor: Interim CFO and Access.**

(a) If Borrower shall employ an interim chief financial officer, such interim chief financial officer will be reasonably satisfactory to Agent on terms reasonably satisfactory to Agent and Borrower (the "Interim CFO"). Prior to the date on which such Interim CFO is appointed, Borrower will continue to employ AlixPartners as financial advisor (the "Financial Advisor") on the same terms and conditions as those under which AlixPartners has been retained as of the Fourteenth Amendment Effective Date.

(b) Until the Interim CFO has been appointed and the Financial Advisor's engagement has been terminated, Borrower and each of its Subsidiaries hereby authorizes Financial Advisor to communicate directly with Agent and Agent's professionals and advisors regarding Borrower and its Subsidiaries and any matters within the scope of Financial Advisor's work related thereto. Borrower and each of its Subsidiaries hereby authorizes the Interim CFO to communicate directly with Agent and Agent's professionals and advisors regarding Borrower and its Subsidiaries and any matters within the scope of the Interim CFO's work related thereto and, after the Interim CFO has been appointed, Borrower and each of its Subsidiaries will cause the Interim CFO to communicate telephonically with Agent and Agent's professionals and advisors on a regular (no less frequently than bi-weekly) basis to discuss Borrower and its Subsidiaries' business performance and refinancing efforts and such other matters as Agent may elect.

(c) Borrower and its Subsidiaries shall cooperate fully with Agent and Agent's professionals and advisors and provide assistance with any and all diligence Agent or Agent's professionals and advisors may reasonably require, including, but not limited to, providing Agent and Agent's counsel and advisors with prompt reasonable access to (x) the Financial Advisor retained by Borrower pursuant hereto, (y) all related diligence materials and work product, including

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written reports provided by such Financial Advisor to Borrower as may be reasonably requested by Agent (other than any such materials and reports determined by Borrower or its counsel to be subject to the work-product doctrine or attorney-client privilege), and (z) such other available information as Agent or Agent's professionals and advisors shall reasonably request.

(k) Section 6.14 of the Credit Agreement is hereby amended and restated in its entirety as follows:

6.14. **Refinancing.** Borrower will not fail to use commercially reasonable efforts to cause the Obligations to be repaid in full and the Commitments terminated on or before March 31, 2017.

(l) Section 8.2(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 3.6, 3.7, 5.1, 5.2, 5.3 (solely if Borrower is not in good standing in its jurisdiction of organization), 5.6, 5.7 (solely if Borrower refuses to allow Agent or its representatives or agents to visit Borrower's properties, inspect its assets or books or records, examine and make copies of its books and records, or discuss Borrower's affairs, finances, and accounts with officers and employees of Borrower), 5.10, 5.11, 5.13, 5.14, 5.15, 5.17, 5.18, 5.19, 5.20 or 5.21 of this Agreement, (ii) Section 6 of this Agreement, (iii) Section 7 of this Agreement, or (iv) Section 7 of the Guaranty and Security Agreement;

(m) Section 8 of the Credit Agreement is hereby amended by inserting the following Section 8.12 to the end thereof:

8.12. **Financial Advisor; Interim CFO.** (a) Financial Advisor is instructed to cease working prior to the appointment of the Interim CFO, (b) Financial Advisor's engagement by Borrower and its Subsidiaries, or any of the responsibilities, authority, powers, or duties of Financial Advisor, is terminated, suspended, or restricted in any respect prior to the appointment of the Interim CFO, (c) the Interim CFO is instructed to cease working or (d) the Interim CFO's appointment by Borrower and its Subsidiaries, or any of the responsibilities, authority, powers, or duties of Interim CFO, is terminated, suspended, or restricted in any respect.

(n) Section 14.1 of the Credit Agreement is hereby amended by inserting the following subclause (g) to the end thereof:

(g) No amendment, waiver, or modification shall increase the Revolver Commitments or extend the Maturity Date until the completion of all flood insurance documentation, diligence and coverage as required by the Flood Disaster Protection Act of 1973, as amended, or as otherwise satisfactory to all Lenders.

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(o) Schedule C-1 of the Credit Agreement is hereby replaced with Schedule C-1 attached hereto.

(p) Schedule 1.1 of the Credit Agreement is hereby amended by deleting the defined term “Commitment Reduction Amount” therefrom.

(q) Schedule 1.1 of the Credit Agreement is hereby amended by inserting the following defined terms in appropriate alphabetical order:

“December 2016 Repayment Block” means an amount equal to \$17,000,000.

“Fourteenth Amendment Effective Date” means December 16, 2016.

(r) Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating the following defined terms as follows:

“Borrowing Base” means, as of any date of determination, the lesser of (I) \$40,000,000 and (II) the result of:

(a) the sum of (x) 85% of the amount of Eligible Accepted Accounts and (y) the lesser of \$7,500,000 and 85% of the amount of Eligible Ticket Held Accounts, less the amount, if any, of the Dilution Reserve, plus

(b) the lower of

(i) the product of 60% multiplied by the net book value (calculated in accordance with GAAP on a basis consistent with Borrower’s historical accounting practices) of Eligible Equipment at such time, and

(ii) the lesser of (a) \$55,000,000 and (b) the product of 80% multiplied by the Net Orderly Liquidation Value of Eligible Equipment at such time identified in the most recent equipment appraisal ordered and obtained by Agent, provided, however, that, from and after the Fourteenth Amendment Effective Date, the Net Orderly Liquidation Value of any item of Eligible Equipment as set forth in the most recent acceptable appraisal obtained by Agent prior to the Fourteenth Amendment Effective Date shall not be modified by any appraisal after the Fourteenth Amendment Effective Date until March 31, 2017;

provided, that in no event shall Availability attributable to Eligible Equipment under clause (b) of the Borrowing Base exceed the Applicable Equipment Availability Percentage of the Borrowing Base at any time; minus

(c) the Availability Block; minus

(d) the December 2016 Repayment Block; minus

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(e) the aggregate amount of Receivables Reserves, Bank Product Reserves, Permitted Disposition Reserves, Equipment Reserves, and other Reserves, if any, established by Agent under Section 2.1(c) of the Agreement.

“Maturity Date” means March 31, 2017.

“Maximum Revolver Amount” means \$40,000,000.

(s) Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating 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 \$58,100,000, plus any interest required or permitted to be paid in kind under and pursuant to the Term Loan Documents.

(t) Schedule 5.2 of the Credit Agreement is hereby amended by replacing the section titled “Monthly (no later than the 10th Business Day of each month)” with the following sections in lieu thereof and by re-numbering the remainder of such Schedule 5.2 in appropriate alphabetical order:

At least every other week (no later than the third Business Day of such week)

(a) an executed Borrowing Base Certificate,

(b) a detailed aging, by total, of Borrower’s and its Subsidiaries Accounts, together with a reconciliation and supporting documentation for any reconciling items noted (delivered electronically in an acceptable format, if Borrower has implemented electronic reporting), and

(c) a summary aging, by vendor, of Borrower’s and its Subsidiaries’ accounts payable and any book overdraft (delivered electronically in an acceptable format, if Borrower has implemented electronic reporting) and an aging, by vendor, of any held checks,

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Monthly (no later than the 10th Business Day of each month)

(d) an Account roll-forward, in a format acceptable to Agent in its discretion, with supporting details supplied from sales journals, collection journals, credit registers and any other records, tied to the beginning and ending account receivable balances of Borrower's general ledger,

(e) a detailed aging, by total, of Borrower's and its Subsidiaries Accounts, together with a reconciliation and supporting documentation for any reconciling items noted (delivered electronically in an acceptable format, if Borrower has implemented electronic reporting),

(f) a general ledger trial balance and a detailed calculation of those Accounts that are not eligible for the Borrowing Base, if Borrower has not implemented electronic reporting,

(g) a summary aging, by vendor, of Borrower's and its Subsidiaries' accounts payable and any book overdraft (delivered electronically in an acceptable format, if Borrower has implemented electronic reporting) and an aging, by vendor, of any held checks,

(h) a detailed report regarding Borrower's and its Subsidiaries' cash and Cash Equivalents, including an indication of which amounts constitute Qualified Cash, and

(i) a detailed report showing additions of, and deletions to, Eligible Equipment, and a calculation of the net book value (calculated in accordance with GAAP on a basis consistent with Borrower's historical accounting practices) of Eligible Equipment at the end of such period.

3. Effectiveness of the Amendment: Continuing Effect. Except as expressly set forth in Section 2 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.

4. 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.

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5. Conditions to Effectiveness. 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:

(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 \$25,000,000 of net proceeds of additional Indebtedness under the Term Loan Documents on the same terms and conditions as the Term Loan Debt as in existence on the date hereof or on such other terms and conditions acceptable to Agent and the Required Lenders (the "Additional Term Loan Debt"), (ii) \$3,000,000 of such Additional Term Loan Debt has been received in the Nuvera Environmental Solutions Inc., Master Operating Account ending -7839 (the "Master Account"), (iii) \$22,000,000 of such Additional Term Loan Debt (the "Revolving Loan Repayment Amount") has been applied to the outstanding Revolving Loans and (iv) all of such Additional Term Loan Debt 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;

(e) Agent shall have received executed copies of new promissory notes for each Lender requesting such notes, each in form and substance satisfactory to Agent; and

(f) no Default or Event of Default shall have occurred and be continuing on the date hereof.

6. 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

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(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.

7. Additional Term Loan Debt.

(a) Agent and Lenders hereby agree not to exercise any remedies with respect to the portion of cash proceeds of the Additional Term Loan Debt that are deposited in the Master Account as set forth in Section 5(b)(ii), excluding, for the avoidance of doubt, the Revolving Loan Repayment Amount (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 date hereof and the administrative agent for the Additional Term Loan Debt (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 Additional 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 March 31, 2017 shall be used by Borrower to repay the Additional Term Loan Debt on such date. The Term Loan Agent is an intended third-party beneficiary of this Section 7(a).

(b) 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 7, such 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 5(b)(i) above, and such 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 7 shall constitute a subordination agreement among lenders for purposes of applying 11 U.S.C. § 510(a).

8. 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

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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.

9. 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.

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*[Signature Page Follows]*

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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: Chairman and Chief Executive Officer

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

By: /s/ Zachary S. Buchanan

Name: Zachary S. Buchanan

Title: Authorized Signatory

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

By: /s/ Lauren Trussell

Name: Lauren Trussell

Title: Vice President

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**CITIZENS BANK OF PENNSYLVANIA**, as a Lender

By: /s/ John F. Kendrick

Name: John F. Kendrick

Title: Officer

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**CAPITAL ONE BUSINESS CREDIT CORP.**, as a Lender

By: /s/ Edward Behnen

Name: Edward Behnen

Title: Director

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**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

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**CONSENT AND REAFFIRMATION**

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Fourteenth 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 9 of the foregoing Fourteenth 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

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**HEK WATER SOLUTIONS, LLC**

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

**APPALACHIAN WATER SERVICES, LLC**

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

**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

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**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

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**Schedule C-1**

**Commitments**

<b>Lender</b>	<b>Revolver Commitment</b>
Wells Fargo Bank, National Association	\$ 12,244,898
Bank of America, N.A.	\$ 8,163,265
Citizens Bank of Pennsylvania	\$ 8,163,265
Capital One Business Credit Corp.	\$ 5,714,286
Ascribe II Investments, LLC	\$ 462,398
Ascribe III Investments, LLC	\$ 5,251,888
<b>All Lenders</b>	<b>\$ 40,000,000</b>

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

THIS FOURTH AMENDMENT (INCREASE AMENDMENT) TO TERM LOAN CREDIT AGREEMENT (this "Amendment") is entered into as of December 16, 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, as further amended by that certain Second Amendment to Term Loan Credit Agreement, dated as of September 22, 2016, and as further amended by that certain Third Amendment (Increase Amendment) to Term Loan Credit Agreement, dated as of November 14, 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 December 2016 Additional Term Loans (as defined) to Borrower, and each December 2016 Additional Term Loan Lender (as defined) party hereto has agreed to provide such December 2016 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:

"December 2016 Additional Term Commitment" means, with respect to each December 2016 Additional Term Loan Lender, its December 2016 Additional Term Commitment, and, with respect to all December 2016 Additional Term Loan Lenders, their December 2016 Additional Term Commitments, in each case as such Dollar amounts are set forth beside such December 2016 Additional Term Loan Lender's name under the applicable heading on Schedule C-1 to the Fourth Amendment.

"December 2016 Additional Term Loan" means the Term Loans made pursuant to the Fourth Amendment.

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“December 2016 Additional Term Loan Lender” means each Lender party to the Fourth Amendment that has a December 2016 Additional Term Commitment.

“Fourth Amendment” means the Fourth Amendment (Increase Amendment) to Term Loan Credit Agreement in respect of this Agreement, dated as of December 16, 2016, among Borrower, the Guarantors, party thereto, the Administrative Agent, the Collateral Agent and the Lenders party thereto.

“Fourth Amendment Effective Date” means December 16, 2016, which is the date on which each of the conditions set forth in Section 4 of the Fourth Amendment has been satisfied and the December 2016 Additional Term Loans have been funded by the December 2016 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:

“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 and/or December 2016 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.

“Term Commitment” means an Original Term Commitment, an Additional Term Commitment or a December 2016 Additional Term Commitment, or all of them, as the context may require.

“Term Loan” means an Original Term Loan, an Additional Term Loan or a December 2016 Additional Term Loan, or all of them, as the context may require.

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

(d) 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. Subject to the terms and conditions of this Agreement, each December 2016 Additional Term Loan Lender agrees (severally, not jointly or jointly and severally) to make a simultaneous loan or loans to Borrower on the Fourth Amendment Effective Date in an amount not to exceed such December 2016 Additional Term Loan Lender’s December 2016 Additional Term Commitment.”

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

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“(g) **Master Account.** To the extent that, as of March 31, 2017, 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 Third Amendment Effective Date, Borrower shall immediately transfer funds in an amount equal to such excess to the Administrative Agent for distribution to the Lenders ratably as a prepayment of an outstanding principal amount of Additional Term Loans and/or December 2016 Additional Term Loans.

(f) Section 5 thereof shall be amended by inserting the following Section 5.18 as the final paragraph thereof:

**5.18 Interim CFO and Access.**

(a) Borrower shall, as promptly as practicable after the Fourth Amendment Effective Date, employ an interim chief financial officer, such interim chief financial officer will be reasonably satisfactory to the Required Lenders on terms reasonably satisfactory to the Required Lenders and Borrower (the “Interim CFO”). Prior to the date on which such Interim CFO is appointed, Borrower shall continue to employ Alix Partners as financial advisor (the “Financial Advisor”) on the same terms and conditions as those under which Alix Partners has been retained as of the Fourth Amendment Effective Date.

(b) Until the Interim CFO has been appointed and the Financial Advisor’s engagement has been terminated, Borrower and each of its Subsidiaries hereby authorizes Financial Advisor to communicate directly with the Administrative Agent, the Collateral Agent and the Required Lenders and their respective professionals and advisors regarding Borrower and its Subsidiaries and any matters within the scope of Financial Advisor’s work related thereto. Borrower and each of its Subsidiaries hereby authorizes the Interim CFO to communicate directly with the Administrative Agent, the Collateral Agent and the Required Lenders and their respective professionals and advisors regarding Borrower and its Subsidiaries and any matters within the scope of the Interim CFO’s work related thereto and, after the Interim CFO has been appointed, Borrower and each of its Subsidiaries will cause the Interim CFO to communicate telephonically with the Administrative Agent, the Collateral Agent and the Required Lenders and their respective professionals and advisors on a regular (no less frequently than bi-weekly) basis to discuss Borrower and its Subsidiaries’ business performance and refinancing efforts and such other matters as the Administrative Agent, the Collateral Agent or the Required Lenders may elect.

(c) Borrower and its Subsidiaries shall cooperate fully with the Administrative Agent, the Collateral Agent and the Required Lenders and their respective professionals and advisors and provide assistance with any and all diligence the Administrative Agent, the Collateral Agent or the Required Lenders or their respective professionals and advisors may reasonably require, including, but not limited to, providing the Administrative Agent, the Collateral Agent, the Required Lenders and their respective counsel and advisors with prompt reasonable access to (x) the Financial Advisor retained by Borrower pursuant hereto, (y) all related diligence materials and work product, including written reports provided by such Financial Advisor to Borrower as may be reasonably requested by the Administrative Agent, the Collateral Agent or the Required Lenders (other than any such materials and reports determined by Borrower or its counsel to be subject to the work-product doctrine or attorney-client privilege), and (z)

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such other available information as the Administrative Agent, the Collateral Agent or the Required Lenders or their respective professionals and advisors shall reasonably request.

(g) 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. Borrower will not, and will not permit any of its Subsidiaries to use the proceeds of any December 2016 Additional Term Loan made under the Fourth Amendment on the Fourth Amendment Effective Date for any purpose other than (i) on the Fourth Amendment Effective Date, to pay (A) the fees, costs and expenses incurred in connection with the Fourth Amendment and (B) an aggregate principal amount of loans outstanding under the Revolving Credit Agreement in the amount of \$22,000,000 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) and the proceeds of December 2016 Additional Term Loans which are not used on the Fourth Amendment Effective Date for the purposes described in the third sentence of Section 6.11(a) shall each 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 Section 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 Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors.

(h) Section 8 thereof shall be amended by inserting the following Section 8.12 as the final paragraph thereof:

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8.12 **Financial Advisor; Interim CFO.** (a) Financial Advisor is instructed to cease working prior to the appointment of the Interim CFO, (b) Financial Advisor's engagement by Borrower and its Subsidiaries, or any of the responsibilities, authority, powers, or duties of Financial Advisor, is terminated, suspended, or restricted in any respect- prior to the appointment of the Interim CFO, (c) the Interim CFO is instructed to cease working or (d) the Interim CFO's appointment by Borrower and its Subsidiaries, or any of the responsibilities, authority, powers, or duties of Interim CFO, is terminated, suspended, or restricted in any respect.

3. December 2016 Additional Term Loans.

(a) On the Fourth Amendment Effective Date, each December 2016 Additional Term Loan Lender agrees (severally, not jointly or jointly and severally) to make a simultaneous December 2016 Additional Term Loan to Borrower on the Fourth Amendment Effective Date in an amount not to exceed such December 2016 Additional Term Loan Lender's December 2016 Additional Term Commitment.

(b) The proceeds of the December 2016 Additional Term Loans shall, to the extent not utilized on the Fourth Amendment Effective Date for the purposes described in clause (i) of the third 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 December 2016 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 "Fourth 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 December 2016 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

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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 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 Fourth 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 Fourth 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 December 2016 Additional Term Loans on the Fourth Amendment Effective 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:

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(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 December 2016 Additional Term Loan Lenders party to this Amendment (such ratable amount based on each such December 2016 Additional Term Loan Lender's December 2016 Additional Term Commitment as a percentage of the December 2016 Additional Term Commitments of all such December 2016 Additional Term Loan Lenders party to this Amendment), an amendment fee (the "Amendment Fee") of \$2,500,000, which fee is due and payable on the Fourth Amendment Effective Date, and fully earned and non-refundable on the Fourth 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.

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

(a) On and after the Fourth 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 Fourth 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 December 2016 Additional Term Loans to be made by the December 2016 Additional Term Loan Lenders on the Fourth 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 December 2016 Additional Term Loans to be made by the December 2016 Additional Term Loan Lenders on the Fourth 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 December 2016 Additional Term Loans to be made by the December 2016 Additional Term Loan Lenders on the Fourth Amendment Effective Date. For the avoidance of doubt, each Loan Party hereby acknowledges and affirms that the December 2016 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,

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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

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discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

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**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

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**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

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**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

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**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

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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

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**Schedule C-1**

**Commitments**

<b>Lender</b>	<b>Original Term Commitment</b>	<b>Additional Term Commitment</b>	<b>December 2016 Additional Term Commitment</b>
ASCRIBE II INVESTMENTS LLC	\$ 1,020,000.00	\$ 280,500.00	\$ 1,168,750
ASCRIBE III INVESTMENTS LLC	\$11,409,600.00	\$3,137,640.00	\$ 13,073,500
ECF VALUE FUND, LP	\$ 2,731,200.00	\$ 803,660.00	\$ 3,173,750
ECF VALUE FUND II, LP	\$ 6,201,600.00	\$1,808,400.00	\$ 7,171,000
ECF VALUE FUND INTERNATIONAL MASTER, LP	\$ 2,637,600.00	\$ 569,800.00	\$ 2,913,000
<b>All Lenders</b>	<b><u>\$24,000,000.00</u></b>	<b><u>\$6,600,000.00</u></b>	<b><u>\$27,500,000.00</u></b>

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**Exhibit A**

**Notice of Release Request**

# Nuverra Financial Performance

BASE CASE						
	FY2016		FY2017			Full Year
	Q4	Q1	Q2	Q3	Q4	
<i>\$ in millions</i>						
<b>Revenues</b>	<b>35.5</b>	<b>43.2</b>	<b>46.4</b>	<b>50.8</b>	<b>57.2</b>	<b>197.6</b>
Cost of Goods Sold	41.9	48.6	50.1	52.7	56.8	208.1
<b>Gross Profit</b>	<b>(6.4)</b>	<b>(5.4)</b>	<b>(3.7)</b>	<b>(1.9)</b>	<b>0.4</b>	<b>(10.6)</b>
<i>Gross Margin</i>	<i>(18.0%)</i>	<i>(12.6%)</i>	<i>(7.9%)</i>	<i>(3.8%)</i>	<i>0.8%</i>	<i>(5.4%)</i>
Selling, General & Administrative	6.049	6.6	6.7	7.5	7.9	28.6
<b>Operating Income</b>	<b>(12.4)</b>	<b>(12.0)</b>	<b>(10.4)</b>	<b>(9.4)</b>	<b>(7.5)</b>	<b>(39.2)</b>
<i>Operating Margin</i>	<i>(35.1%)</i>	<i>(27.9%)</i>	<i>(22.3%)</i>	<i>(18.5%)</i>	<i>(13.0%)</i>	<i>(19.9%)</i>
Other Non-Operating Expense	5.273	(0.0)	(0.0)	(0.0)	(0.0)	(0.2)
Depreciation	14.412	14.5	14.5	14.6	14.7	58.3
<b>EBITDA</b>	<b>(3.3)</b>	<b>2.5</b>	<b>4.2</b>	<b>5.3</b>	<b>7.3</b>	<b>19.2</b>
Adjustments	5.7	0.3	0.3	0.3	0.3	1.1
<b>Adjusted EBITDA</b>	<b>2.4</b>	<b>2.7</b>	<b>4.5</b>	<b>5.5</b>	<b>7.6</b>	<b>20.3</b>
<i>Adjusted EBITDA Margin</i>	<i>6.7%</i>	<i>6.3%</i>	<i>9.6%</i>	<i>10.9%</i>	<i>13.3%</i>	<i>10.3%</i>
<b>Capital Expenditure</b>	<b>0.6</b>	<b>2.3</b>	<b>1.3</b>	<b>3.2</b>	<b>3.2</b>	<b>10.0</b>
UPSIDE CASE						
	FY2016		FY2017			Full Year
	Q4	Q1	Q2	Q3	Q4	
<i>\$ in millions</i>						
<b>Revenues</b>	<b>35.5</b>	<b>45.9</b>	<b>49.3</b>	<b>53.8</b>	<b>61.4</b>	<b>210.4</b>
<b>Adjusted EBITDA</b>	<b>2.4</b>	<b>5.5</b>	<b>7.3</b>	<b>8.6</b>	<b>11.7</b>	<b>33.1</b>
<i>Adjusted EBITDA Margin</i>	<i>6.7%</i>	<i>11.9%</i>	<i>14.8%</i>	<i>16.0%</i>	<i>19.1%</i>	<i>15.7%</i>