

SEALED BID PACKAGE

Asset(s): Intellectual Property

Bid Deadline: 5:00pm ET, June 11, 2020

Requirements:

- Executed NDA
- Complete & Executed Bid Form
- Deposit (see Terms)

Sales Agent Contact: Alex Mazer, PPL
+1 410 960.2123
alex@pplgroupllc.com

Technical Questions: Sanjeev Upadhye
+1 713 992.443
Sanjeev.Upadhye@Tri-PointLLC.Com

Sale Agents:



GLOBAL PARTNERS



Offering

All assets are being offered for sale in accordance with the terms of the retention of PPL Group, Myron Bowling Auctioneers, GA Global Partners, Capital Recovery Group and Terra Point (collectively “Sales Agent”), in the Chapter 11 Bankruptcy matter of Tri-Point Oil & Gas Production Systems LLC, (“Tri-Point” or the “Company” or “Seller”). Sales Agent is offering for sale the right, title and interest in select intellectual property assets of the Company (the “Property”). All bids submitted to Seller are subject to the terms and conditions specified within this sealed bid package (“Sealed Bid Package”). Recipient of this Sealed Bid Package shall be referred to throughout as “Recipient” or “Bidder”.

Confidentiality

Any and all information in this Sealed Bid Package, or otherwise provided to Recipient, shall be treated in accordance with the terms of the non-disclosure agreement (“NDA”) entered by recipient prior to receipt of these materials. Should Recipient choose not to submit a bid, or should Recipient be unsuccessful in the submission of a bid, Recipient agrees to promptly discard all information received in accordance with the NDA, which terms shall survive, nonetheless.

Bidder Diligence

Seller and Sales Agent make every effort to provide accurate information about the Property being sold; however in no way is accuracy of the information provided guaranteed. Bidder shall bear full responsibility and burden for due diligence regarding the Property offered for sale and to confirm the accuracy of provided information. When provided, all materials, including but not limited to, descriptions and photos, are offered as a guide only. Bidders are recommended to inspect all Property, where available. Any decision to purchase or not to purchase is the Bidder’s sole and independent decision. No recourse or cause of action will lie against Seller or Agent should purchaser become dissatisfied with its decision at a later date. No broker or co-broker commissions shall be paid by Seller or Sales Agent.

Asset Overview and Lot Overview: Patented Processes

Lot 1: BOUNDARY LAYER DISK TURBINE SYSTEMS FOR HYDROCARBON RECOVERY

STATUS: PATENT GRANTED 8-09-16 - NO. 9,410,426

Lot 2: METHODS AND DEVICES FOR DRYING HYDROCARBON CONTAINING GAS

STATUS: PATENT GRANTED 6-27-17 - NO. 9,689,608

Lot 3: SYSTEM AND METHOD FOR REMOVING AND REPLACING FIRE-TUBES

STATUS: PUBLISHED - FILED 11-04-16 - APPLICATION NO. 15/344,305

- Includes Fire Tube Removal Head
- Does not include modified cranes or trailers

Lot 4: AUTOMATED GAS SCRUBBER

STATUS: PUBLISHED - FILED 6-01-17 - APPLICATION NO. 15/611,208

Lot 5: SKID MOUNTED OIL WELL PRODUCTION PROCESSING SYSTEMS

STATUS: PUBLISHED - FILED 04-11-18 - APPLICATION NO. 15/951,167

STATUS: N/A – FILED 04-27-20 – APPLICATION NO. TBD

Lot 6: FLARE TIP ASSEMBLY

STATUS: APPLICATION – FILED 10-29-19 – APPLICATION NO. 16/667,852

- Includes Flare Tip Certificates

Asset Overview and Lot Overview: Non-Patented Processes

Lot 7: HEATER TREATER – 8' OD x 32' OAL x 125 PSI

COMPLETE PACKAGE INCLUDES:

- P&IDs with legends
- Instrument Index
- Valve list
- Total Bill of materials
- General Arrangement Drawings with BOM
- Tie – in List
- Vessel fabrication drawings with nozzle schedule and internal fabrication details
- Piping and Spool Drawings
- Skid Drawings
- Lifting arrangement drawings with BOM
- Fire tube installation drawings
- 3D Navis Works Model
- Process mechanical Basis of Design
- ASME Section VIII Div 1 Code Calculations COMPRESS Report.
- Approximate cost is \$30,000
- Developed for Discovery Natural Resources

Asset Overview and Lot Overview: Non-Patented Processes

Lot 8: SEPARATOR - 4' OD x 20' OAL x 500 PSI

COMPLETE PACKAGE INCLUDES:

- P&IDs with legends
- Instrument Index
- Valve list
- Total Bill of materials
- General Arrangement Drawings with BOM
- Tie – in List
- Vessel fabrication drawings with nozzle schedule and internal fabrication details
- Piping and Spool Drawings
- Skid Drawings
- Lifting arrangement drawings with BOM
- 3D Navis Works Model
- Process mechanical Basis of Design
- ASME Section VIII Div 1 Code Calculations COMPRESS Report.
- Approximate cost is \$25,000
- Developed for Sequitur Energy

Asset Overview and Lot Overview: Non-Patented Processes

Lot 9: Storage Tanks / Tank Batteries

Lot 10: Flare Assembly

Lot 11: Stabilizer

Lot 12: Combustors

Asset Overview and Lot Overview: Trademarks and Company Websites

Lot 13: All Trademarks & Website Domains

	TRADEMARK	LOGO	DOMAIN
BUILT TO LAST	X		
CASINGJAC	X		
CROSSFIRE	X		
CROSSFIRE SALES & SERVICE	X	X	crossfiress.com crossfiresupply.com
EDGE MANUFACTURING TECHNOLOGY	X	X	edgemandt.com edgemandt.org edgemandt.net
EDGE MANUFACTURING	X		
FLOW MONSTER	X		
GORILLA UNIT	X		
INTEGRATED PIPE AND SUPPLY	X		
LEED FABRICATION	X	X	leedfab.com
LEED	X		
QWIK-SPARK	X		
SFI Energy	X		
SFI IMPLEMENTS	X		
SFI SUPERIOR FABRICATION, INC.	X	X	

Asset Overview and Lot Overview: Trademarks and Company Websites

Lot 13: All Trademarks & Website Domains (cont'd)

	TRADEMARK	LOGO	DOMAIN
STREAMLINE	X		
STREAMLINE PRODUCTION SYSTEMS	X	X	
STREAMLINE WELL TESTING	X		
SUPERIOR FABRICATION	X		superiorfab.com
SUPERIOR FABRICATION, INC.	X		
SUPERIOR TRUCKING SERVICES	X		
SUPERIOR VALVE & CONTROL	X		
SUPERIOR-LITE	X		
SVC	X		
THE BEAST	X		
THE BULLDOG	X		
TRIPOINT	X	X	tri-pointllc.com tripoint.energy tripointenergyservices.com tri-pointenergyservices.com
TRUE-LIGHT	X		
TRUE-TEMP	X		

Asset Overview and Lot Overview: Software

Lot 14: Assignment of ANSYS CFD Premium and ANSYS SpaceClaim Direct Modeler through December 14, 2020. There are 2x Paid up licenses totaling upto \$200,000. In addition, one out of the two seats were upgraded to 2020 version at a cost \$12,000.

Lot 15: Assignment of Install Codeware licenses

Lot 16: Assignment of Solid Works Premium licenses

Lot 17: Assignment of Promax licenses – 1x Desktop and 1x network license

Lot 18: Assignment of Subscription based ACAD licenses if agreed by Autodesk.

Asset Overview and Lot Overview: Other

Lot 19: Please specify or contact Alex Mazer if there are other intangible assets not listed that you may be interested in purchasing.

Bid Process & Terms

- 1. Sealed Bid Sale.** All Property is being offered through a sale process referred to herein as a sealed bid offering (“Sealed Bid”), wherein interested parties (“Recipient” or “Bidder”) are being asked to submit offers to the Sales Agent for the Property for consideration by Seller. The Sealed Bid may be followed, as necessary, by a telephonic auction (“Auction”). The bid process is defined herein, and all bids submitted to Sales Agent are subject to the terms and conditions specified below.
- 2. Bid Deadline.** All bids must be submitted to Sales Agent on or before 5:00 p.m. EDT, Thursday, June 11, 2020 (“Bid Deadline”). Bids received after the Bid Deadline may not be considered, as determined in Seller’s sole discretion.
- 3. Required Bid Information.** All bids submitted to Sales Agent must include the following:
 - i. Completed and signed Bid Submittal Form
 - ii. Individual Bid Sheet
 - iii. Receipt of a deposit (the “Deposit”) in the form and amount as defined below
- 4. Deposits.** All bids must be accompanied by a deposit of ten percent (10%) of bidder’s total bid. Deposits may be submitted in the form of a wire transfer only with funds made payable to PPL ACQUISITION GROUP IV, LLC. After the conclusion of the Sealed Bid or Auction, as applicable, the deposits of the highest bidder(s) and next highest bidder(s), for each lot, will be held by Seller until the closing of the Sale transaction. If Seller closes with the highest bidder, the highest bidder’s deposit will be credited towards the final purchase price. If the highest bidder does not close, it forfeits its deposit and the Seller will close with the next highest bidder and its deposit will be credited towards the purchase price. If Seller closes with the highest bidder, the Seller will return the full deposit to the next highest bidder within two (2) business days. The deposits of any and all other bidders at the Auction will be returned in full within five (5) business days after the Auction.
- 5. Inspections.** All prospective Bidders are welcome to examine the Property subject to this Sale and have access to additional due diligence information prior to submitting their bid. Property will be available for inspection by appointment only. Arrangements for inspection must be made with Sales Agent and all interested parties should contact Alex Mazer at alex@pplgrouppllc.com, or by calling +1 410 960.2123.
- 6. Notice.** Bidders may be advised by notice(s) of additions, deletions or alterations in any document forming a part of the Sealed Bid Package any time prior to the Bid Deadline. Such revised documents will be available to prospective Bidders.
- 7. Submission of Bid.** Except as otherwise permitted by this Sealed Bid Package, all bids submitted must be unconditional and without alteration to the Bid Form. Any bid conditioned upon any change in any of the documents provided in the Sealed Bid Package, either by way of addition or deletion, may be summarily rejected by Seller, in its sole discretion. All Bidders must complete, execute and return to Sales Agent the Bid Submittal Form, executed by the Bidder together with the required Deposit before any bids will be considered.

(Bid Process & Terms Continued)

- 8. Bids Are Irrevocable.** By submitting a bid, the Bidder is making an irrevocable offer to purchase the Property bid upon. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these Instructions. Upon submission of a bid, the offers contained therein are irrevocable.
- 9. Bidder's Premium.** A buyer's premium of 15% shall be added to all bids submitted. The bid amount plus the buyers' premium shall be considered as the total of Bidder's offer and, if determined the highest bid, the final purchase price.
- 10. Notification.** Sales Agent will review all bids received by the Bid Deadline. If Sales Agent determines there are more than one qualified bid on a particular lot ("Qualified Bid(s)"), the Sales Agent reserves the right to convert the Sealed Bid to an Auction between Qualified Bidders. Qualified Bidders will be notified on or about Friday, June 12, 2020. If there is only one Qualified Bid on a lot, no Auction will be held, and the Sales Agent will determine in its sole discretion whether or not such Qualified Bid is accepted or rejected.
- 11. Auction.** If an Auction is held, it will take place as soon as possible and practical. Only Qualified Bidders and advisors will be allowed to participate in the Auction. The highest bid received by the Bid Deadline will be the lead bid at the Auction. The Auction will open at the highest bid amount. Qualified Bidders will be allowed to overbid in minimum bid increments as determined by Sale Agent at the time of Sale. Sales Agent shall moderate the auction process, which allows the opportunity for it to present any and all competitive bid options, which may include cash bidders on a component basis, as well as the cash equivalent of anticipated sales from a piecemeal auction for any portion of the assets. In all cases, Sales Agent shall consider the highest and best value, including considerations of time, cost and contingencies. The Auction will conclude once the highest bid and next highest bid have been awarded, rejected or held subject to further consideration.
- 12. Closing and Final Payment.** Bidder will be responsible for payment in full to Sales Agent within 48 hours of bid award. Sales Agent shall provide Bidder with an Invoice and wire instructions, reflecting the bid amount, the buyers' premium and applicable sales tax.
- 13. Sales Tax.** Local sales tax requirements will apply to all sales and is applied to the final purchase price, inclusive of buyers' premium. To qualify for exemption, local resellers must present a valid resale certificate; Out-of-state purchasers must provide a common carrier bill of lading reflecting shipment directly out of state from the Property location. No taxes will be refunded once the tax has been collected.
- 14. Receipt of Property.** Personal Property: Bidder shall be provided a window of approximately 10 days to arrange for the removal of any applicable personal Property from the Company's site(s). Intellectual Property: Bidder shall be the sole party responsible to facilitate the transfer of intellectual property rights, provided however, that Sales Agent shall provide or obtain necessary signatures on documents required to effectual legal transfers.

(Bid Process & Terms Continued)

- 15. Removal Process.** Bidder is solely responsible to provide any personnel, equipment or material needed to pick up purchases and shall assume all responsibility for the removal of any item of property purchased at the sale and any and all risks associated with such removal including, without limitations, the responsibility for providing LICENSED AND BONDED professionals to ensure proper water, gas and/or power disconnection, disassembly, removal and loading, and full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Bidder or Bidder's employees, agents and/or representatives during pick-up and removal.
- 16. Hazardous Materials.** Bidder agrees that in the event purchased Property contains any environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Bidder shall provide evidence that Bidder or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Auctioneer, its agents or representatives will not be responsible for its containment, storage or removal.
- 15. Insurance and Hold Harmless.** If Bidder's purchased Property requires removal from a Company site, Bidder may be responsible to provide evidence of liability insurance with sufficient coverage to support risks associated with the Property removal. Sales Agent, in cooperation with the Company, shall have sole discretion over appropriate coverage limits. Bidders visiting a Company site for inspection, sale or removal of Property assume all risks of damage or loss to persons, property, or merchandise and shall exercise proper precautions at all times for the protection of persons and property, as well as comply with all safety and health requirements as directed by Sales Agent, and local, state and federal regulations. Sales Agent, its agents, its employees and representatives shall not be liable by reason of any defect in or about the condition of the premises where the Property is located. Bidder specifically holds Sales Agent, Company and site landlords, as well as their its agents and representatives from all liability thereof.
- 16. Failure to Pay.** In the event Bidder fails to pay the entire purchase price by the payment deadline, Seller may retain and/or recover, upon demand, from Bidder the required Deposit as liquidated damages for such failure. In addition thereto, Sales Agent may, at its discretion, either resell Bidder's Property without further notice to Bidder and/or dispose of the Property at the Bidders sole expense. Any difference between the bid price for a Property by the defaulting Bidder and the price received by Seller at a resale shall be paid to Seller by the defaulting Bidder. In addition, a defaulting Bidder shall be deemed to have granted Seller a security interest in the Property, which Seller shall retain as collateral security for Bidder's obligation to Seller.
- 17. Financing.** All transactions must be made in U.S. cash funds. The Sale is not contingent upon the bidder securing or obtaining financing.

(Bid Process & Terms Continued)

- 18. Absence of Warranties.** The Bidder understands and agrees: (1) that any description or sample of the Property given or furnished by Seller and Sales Agent is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected or has had the opportunity to inspect, all of the Property upon which Bidder will be bidding and/or does purchase, (3) that all Property are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". SELLER AND SALES AGENT MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) in the event there are manufacturer warranties in effect for the Property purchased, Bidder must make all claims thereunder directly with the provider of the warranty. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.
- 19. Indemnification.** Bidder shall indemnify, hold harmless and defend Seller and Sales Agent from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of or based upon or resulting from, (1) any act or omission relating to or affecting the Property bid on or purchased by Bidder, (2) the claim of any third party claiming or challenging title to any Property purchased by Bidder or claiming infringement of any proprietary interest, (3) the claim of any person resulting from offering for sale or selling the Property purchased by Bidder.
- 20. Limits of Liability.** In no event shall Sales Agent's liability to Bidder exceed the purchase price actually paid. A Bidder's claim shall be limited to the amount paid for the Property, and shall not extend to any obligation; risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Bidder to any third party; personal injury; or any other direct, indirect, incidental or consequential damages. Auctioneer is acting as an agent only and is not responsible for the acts of its principles.
- 21. Rights Reserved.** If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms of Sale shall remain in full force and affect as if such provisions had not been included. The Bid Process and Terms with any amendments or modifications expressly made by Sales Agent constitute all the terms and conditions with respect to the sale of the Property; however Sales Agent reserves the right to modify the Bid Process and Terms, as may be necessary and shall notify Bidder accordingly.

Individual Bid Sheet

LOT #	Description Right, Title & Interest in...	Indicate if this Lot is Contingent upon award of other Lots	Bid Amount
1	BOUNDARY LAYER DISK TURBINE SYSTEMS FOR HYDROCARBON RECOVERY PATENT		
2	METHODS AND DEVICES FOR DRYING HYDROCARBON CONTAINING GAS PATENT		
3	SYSTEM AND METHOD FOR REMOVING AND REPLACING FIRE-TUBES PATENT (includes Fire Tube Removal Head; Does not include modified cranes or trailers)		
4	AUTOMATED GAS SCRUBBER PATENT		
5	SKID MOUNTED OIL WELL PRODUCTION PROCESSING SYSTEMS PATENTS		
6	FLARE TIP ASSEMBLY PATENT		
7	HEATER TREATER PROCESS		
8	SEPARATOR PROCESSES		
9	STORAGE TANKS / TANK BATTERIES		
10	FLARE ASSEMBLY		
11	STABILIZER		

Individual Bid Sheet

LOT #	Description Right, Title & Interest in...	Indicate if this Lot is Contingent upon award of other Lots	Bid Amount
12	COMBUSTORS		
13	ALL TRADEMARKS & WEBSITE DOMAINS		
14	SOFTWARE ASSIGNMENT: Assignment of ANSYS CFD Premium and ANSYS SpaceClaim Direct Modeler.		
15	SOFTWARE: Assignment of Install Codeware licenses		
16	SOFTWARE: Assignment of Solid Works Premium licenses		
17	SOFTWARE Assignment of Promax licenses – 1x Desktop and 1x network license		
18	SOFTWARE: : Assignment of Subscription based ACAD licenses if agreed by Autodesk.		
19	OTHER		

Bid Submittal Form

Contact	
Company	
Address	
City/St/Zip	
Phone	
Email	
Bidding Partner (must disclose if applicable)	

BID SUMMARY (Total of Individual Bids)	
Bid Amount	\$
Bidders' Premium @ 15%	
Total Bid Submittal	\$
10% Deposit	\$
Please submit this signed form with:	
<ul style="list-style-type: none"> - proof of wire - Individual bid sheet 	

We acknowledge that we are bound by and will comply with the terms and conditions contained in the Sealed Bid Package, including but not limited to the Bid Instruction and Terms and Conditions, which are incorporated herein by reference and made a part hereof.

Signature: _____

Title: _____

Date: _____

For Questions and/or Wire Transfer Instructions, contact Alex Mazer at alex@pplgroupllc.com, or by calling +1 410 960.2123.