SCHEDULE "A"

CLAIMS PROCESS

DEFINITIONS

1. For purposes of this Claims Process, the following terms shall have the following meanings:

   (a) **"Applicants"** means GASFRAC Energy Services Inc., GASFRAC Services GP Inc. and GASFRAC Energy Services Limited Partnership.

   (b) **"Initial Order"** means the initial order granted by the Honourable Justice K.M. Eidsvik effective January 15, 2015 in Court of Queen's Bench Action No. 1501-00396 as may be amended by further order of the Court;

   (c) **"Bar Dates"** means the Claims Bar Date and Subsequent Claims Bar Date;

   (d) **"Business Day"** means a day, other than a Saturday or a Sunday on which banks are generally open for business in Calgary, Alberta;

   (e) **"CCAA"** means the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 as amended;

   (f) **"Claim"** means (i) any right or claim of any Person arising prior to the Filing Date that may be asserted or made in whole or in part against the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not any right or claim is executor or anticipatory in nature, including without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt, and (ii) any Tax Claim;

(g) **"Claims Bar Date"** means 5:00 p.m. (Mountain Time) on May 7, 2015;

(h) **"Claims Package"** means the document package which shall include a copy of the Notice to Creditor (either in the form of the Negative Claims Process or the Standard Claims Process), a Proof of Claim and such other materials as the Applicants or the Monitor consider necessary or appropriate;

(i) **"Claims Process"** means the procedures outlined herein for the Negative Claims Process and the Standard Claims Process in connection with the assertion of Pre-Filing Claims or Subsequent Claims against one or more of the Applicants;

(j) **"Claims Process Order"** means the order granted by Madam Justice K.M. Eidsvik of the Court on March 16, 2015 approving the Claims Process;

(k) **"Court"** means the Alberta Court of Queen's Bench;

"K.M. Eidsvik" (l) **"Creditor"** means any Person asserting a Pre-Filing Claim or Subsequent Claim; with the exception of PNC Bank Canada Branch; "K.M. Eidsvik"

(m) **"Dispute Package"** means, with respect to any Pre-Filing Claim or Subsequent Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

(n) **"Filing Date"** means January 15, 2015;

(o) **"Known Creditors"** means Creditors which the books and records of the Applicants disclose were owed money by any one of the Applicants as of the applicable Filing Date, which obligation remains unpaid in whole or in part;

(p) **"Monitor"** means Ernst & Young Inc. in its capacity as the Court appointed Monitor of the Applicants and not in its personal capacity;

(q) **"Negative Claims Process"** means the process outlined herein whereby a Creditor will receive a Notice to Creditor assessing the quantum and secured/unsecured status of its Claim based on the books and records of the Applicants and whereby such Creditor need not file a Proof of Claim if it agrees with such assessment;

(r) **"Newspaper Notice"** means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Schedule "G";

(s) **"Notice of Dispute"** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "F";

(t) **"Notice of Revision or Disallowance"** means the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Filing Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "E";

(u) **"Notice to Creditor"** means, in the case of the Negative Claims Process, the letter regarding the assessment of the Creditor's Claim, substantially in the form attached hereto as Schedule "B" and in the case of the Standard Claims Process, the letter regarding completion of a Proof of Claim, substantially in the form attached hereto as Schedule "C";

(v) **"Person"** shall be broadly interpreted and includes an individual, firm, partnership, joint venture, fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators or other legal representatives of an individual;

(w) **"Pre-Filing Claim"** means any Claim other than a Subsequent Claim;

(x) **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or Subsequent Claim in the Standard Claims Process, or the form to be completed and filed by a Creditor in the Negative Claims Process, setting forth its Pre-Filing Claim or Subsequent Claim if it disagrees with the assessment of its Claim, which Proof of Claim in either case shall be substantially in the form attached to the Claims Process Order as Schedule "D";

(y) **"Proven Claim"** means the amount, status and/or validity of the Claim as a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be "finally determined" in accordance with this Claims Process when (i) the Notice to Creditor setting out such Claim is issued and remains unanswered, (ii) the Claim has been accepted by the Applicants, with the consent of the Monitor, (ii) the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by any one of the Applicants has expired and no Notice of Dispute has been filed in accordance with this Order, or (iii) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or application for leave to appeal therefrom shall have been taken or served on either party, or if any appeal or application for leave to appeal shall have been taken therefrom or served on either party, any and all such appeal or application shall have been dismissed, determined or withdrawn;

(z) **"Standard Claims Process"** means the Claims Process outlined herein whereby Creditors file a Proof of Claim setting forth a Pre-Filing Claim or Subsequent Claim against one or more of the Applicants;

(aa) **"Subsequent Claim"** means any Claim arising after the Filing Date as a result of the disclaimer or resiliation after the Filing Date of any contract, lease, employment agreement or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto;

(bb) **"Subsequent Claims Bar Date"** means the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date on which the agreement in question was disclaimed or resiliated;

(cc) **"Tax"** or **"Taxes"** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

(dd) **"Taxing Authorities"** means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities;

(ee) **"Tax Claim"** means any Claim against any one of the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;

(ff) **"Website"** means the website maintained by the Monitor located at: www.ey.com/ca/gasfracenergy.

NOTICE OF CLAIMS PROCESS

2. The Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, courier or email on or before March 23, 2015. In the case of Known Creditors whose Claim has been assessed by the Applicants in consultation with the Monitor, the Claims Package shall include a Notice to Creditor in the Negative Claims Process (Schedule "B" to the Claims Process Order). All other Known Creditors shall receive a Claims Package that shall include a Notice to Creditor in the Standard Claims Process (Schedule "C" to the Claims Process Order).

3. The Monitor shall cause the Newspaper Notice to be published in the Calgary Herald on or prior to March 25, 2015.

4. The Monitor shall cause the Claims Package for both the Negative Claims Process and the Standard Claims Process to be posted on the Website.

5. The Applicants shall issue a press release outlining the existence of the Claims Process and may post notice of the Claims Process on its website, in both cases directing any creditor to the Website.

6. The Monitor shall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, courier or email within 5 days of the date after the Subsequent Claim arises either by way of disclaimer or resiliation of agreement;

7. The Monitor shall cause a copy of the Claims Package in the Standard Claims Process to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM (STANDARD CLAIMS PROCESS)

8. Every Creditor asserting a Pre-Filing Claim against any one of the Applicants in the Standard Claims Process shall set out its aggregate Pre-Filing Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor and the Applicants no later than the Claims Bar Date.

9. Every Creditor asserting a Subsequent Claim against any one of the Applicants in the Standard Claims Process shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor and the Applicants no later than the Subsequent Claims Bar Date.

FILING OF PROOFS OF CLAIM (NEGATIVE CLAIMS PROCESS)

10. In the event the Creditor receives a Claims Package with a Notice to Creditor in the Negative Claims Process and the Creditor agrees with the assessment of the amount and classification of its Pre-Filing Claim or Subsequent Claim as the case may be, as set out in the Notice to Creditor, it need not file a Proof of Claim or take any further action and upon no further action being taken, the Pre-Filing Claim or Subsequent Claim as the case may be shall be a Proven Claim.

11. In the event the Creditor who receives a Claims Package with a Notice to Creditor in the Negative Claims Process and the Creditor disagrees with the assessment of either the amount or classification (or both) of its Pre-Filing Claim as set out in the Notice to Creditor, it must deliver a Proof of Claim setting out its Pre-Filing Claim so that it is received by the Monitor and the Applicants no later than the Claims Bar Date, or in the case of a Subsequent Claim, no later than the Subsequent Claims Bar Date.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

12. The Applicants shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date, as applicable, and subject to paragraph 13 shall accept, revise or disallow the Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.

13. The Applicants may attempt to consensually resolve the classification and amount of any Pre-Filing Claim or Subsequent Claim with the Creditor prior to the relevant Applicant accepting, revising or disallowing such Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.

14. If the Applicants, with the consent of the Monitor, accept the Pre-Filing Claim or Subsequent Claim, then such Pre-Filing Claim or Subsequent Claim shall be a Proven Claim.

NOTICE OF REVISION OR DISALLOWANCE

15. If the Applicants, with the consent of the Monitor, determine to revise or disallow a Pre-Filing Claim or Subsequent Claim, the Monitor shall send a Notice of Revision or Disallowance to the Creditor.

NOTICE OF DISPUTE

16. Any Creditor who disputes the classification or amount of its Pre-Filing Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by 5:00 p.m. (Mountain Time) on the day that is fifteen (15) days after the date of the Notice of Revision or Disallowance. In addition, the disputing Creditor must file an application with the

Court supported by an affidavit setting out the basis for the dispute and must send the application and affidavit to the Monitor immediately upon filing. The application must be scheduled by the disputing Creditor within ten (10) calendar days after sending the Notice of Dispute to the Monitor.

17. Any Creditor who fails to deliver a Notice of Dispute and schedule an application with the Court by the deadlines set forth in paragraph 16 shall be deemed to accept the classification and the amount of its Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance and such Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

RESOLUTION OF CLAIMS AND SUBSEQUENT CLAIMS

18. Upon receipt of a Notice of Dispute, the Applicants may with the consent of the Monitor, attempt to consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim with the Creditor.

19. If the Applicants and the Creditor consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim, the Applicant may accept, with the consent of the Monitor, a revised Pre-Filing Claim or Subsequent Claim, and such Pre-Filing Claim or Subsequent Claim will constitute a Proven Claim.

J.C.C.Q.B.A.