

COURT FILE NUMBER

1501-00396

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

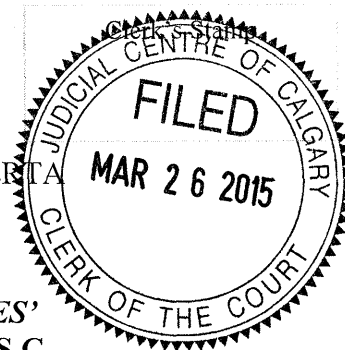
Calgary

APPLICANTS

**IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF THE BUSINESS
CORPORATIONS ACT, R.S.A. 2000, c. B-9**

**AND IN THE MATTER OF GASFRAC
ENERGY SERVICES INC., GASFRAC
SERVICES GP INC., GASFRAC ENERGY
SERVICES (US) INC., GASFRAC US
HOLDINGS INC. and GASFRAC INC.**



DOCUMENT

APPROVAL ORDER

ADDRESS FOR SERVICE AND

CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

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File No. 441817-000015

I hereby certify this to be a true copy of
the original order

Dated this 26 day of March 2015

[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: March 26, 2015

NAME OF JUSTICE WHO MADE THE ORDER: The Honourable Justice K.M. Eidsvik

LOCATION OF HEARING: Calgary, Alberta

UPON the application of GASFRAC ENERGY SERVICES INC. ("GESI"), GASFRAC SERVICES GP INC. ("GSGP") for itself and in its capacity as general partner of GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP ("GES LP"), GASFRAC ENERGY SERVICES (US) INC. ("GESI US"), GASFRAC US HOLDINGS INC. ("Holdings") and GASFRAC INC. ("GI") (collectively the "CCAA Applicants") in these proceedings; AND UPON having read the Application, the Affidavit of Lori McLeod-Hill sworn on March 23, 2015, the

Confidential Affidavit of Lori McLeod-Hill dated March 23, 2015 (the “**Confidential Affidavit**”), the Sixth Report of the Monitor, dated March 23, 2015, the Affidavit of Service of Stella Kim, dated March 25, 2015 (the “**Service Affidavit**”), the pleadings and proceedings filed herein, including the Initial Order granted on January 15, 2015 (the “**Initial Order**”); **AND UPON** hearing counsel for the Vendor, the Purchaser, the Monitor and any other interested party appearing at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meaning ascribed to them in the following agreements entered into between Calfrac Well Services Ltd. (the “**Vendor**”) and GES LP (the “**Purchaser**”) and all dated March 24, 2015:
 - (a) Asset Purchase Agreement (the “**APA**”), including all Schedules thereto, attached to the Confidential Affidavit as Exhibit “B”;
 - (b) Promissory Notes (the “**Notes**”), attached to the Confidential Affidavit as Exhibit “B”;
 - (c) Security Agreement (the “**Security Agreement**”), attached to the Confidential Affidavit as Exhibit “B”; and
 - (d) Support Services Agreement (the “**Support Services Agreement**”), attached to the Confidential Affidavit as Exhibit “B”;(collectively, the “**Agreements**”).

Approval of the Agreements and the Transaction

3. The Agreements, including the transactions contemplated therein for the purchase and sale, assignment, transfer and conveyance of the Purchased Assets from the Vendor to the Purchaser, the related granting of the Security Interest and the other arrangements contemplated by or set forth in the Agreements (collectively, the “**Transaction**”), is found to be in the best interests of the Purchaser, its creditors, and its other stakeholders, and therefore the Agreements and the Transaction are hereby authorized, ratified, deemed commercially reasonable and approved.
4. The Purchaser and the Monitor are hereby authorized and directed to complete the Closing of the Transaction pursuant to the terms of the Agreements.
5. The Purchaser and the Monitor are hereby authorized and directed to take all such steps, perform, consummate, implement and execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may reasonably be necessary or desirable to consummate the Transaction in accordance with the terms of the Agreements.
6. The Agreements and the completion of the Transaction require the closing of the transaction contemplated by the Asset Purchase Agreement dated February 27, 2015 entered into by the CCAA Applicants and STEP Energy Services Ltd. (the “**STEP Agreement**”) that was approved by this Court pursuant to the Approval and Vesting Order granted on March 16, 2015 (the “**Approval Order**”) and by the United States Bankruptcy Court pursuant to an Order granted on March 18, 2015 (the “**US Order**”) on or before April 3, 2015, or such later date as PNC Bank Canada Branch may agree to in writing or as may be ordered by the Court. For greater clarity, if any of the agreements or transactions contemplated by the Transaction are completed and the STEP Agreement fails to close on or before April 3, 2015 (or such later date as may be agreed to by PNC Bank Canada Branch or ordered by the Court), such agreements shall be unwound in accordance with the terms thereof, on the basis that the failure to close the STEP Agreement on or before April 3, 2015 constitutes a “Purchase Trigger Event” within the meaning of the APA.

7. If and to the extent that any of the provisions in this Order and the Agreements conflict with the STEP Agreement, the Approval Order and the US Order, the STEP Agreement, the Approval Order and the US Order shall prevail and the conflicting provisions in this Order and the Agreements shall be of no force and effect. For greater certainty, the Calfrac Charge shall only be a Charge against the Collateral (further described in paragraph 9 hereof and Article 1.1 of the Security Agreement) and it shall not constitute a Charge on any of the assets, undertakings, real and personal property, assignments, rights, assumptions, and other interests being purchased and sold pursuant to the STEP Agreement.
8. The Vendor shall not interfere with the closing of the transactions contemplated by the STEP Agreement and it is hereby deemed to have waived any rights of objection and appeal with respect to the Approval Order and the US Order.

The Calfrac Charge

9. The Security Interest, as defined in the Security Agreement, shall constitute a Charge only on the Collateral, as defined in Article 1.1 of the Security Agreement (the “**Calfrac Charge**”), and the Calfrac Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory, court-ordered or otherwise, in favour of any person, including any creditor of the Purchaser, the CCAA Applicants or their affiliates. For certainty, the Calfrac Charge shall rank only as against the Collateral in priority to all charges granted in this Action by this Honourable Court, including but not limited to the Administration Charge, the Critical Suppliers’ Charge, the Directors Charge, the Financial Advisor Charge and the KERP Charge.
10. The filing, registration or perfection of the Calfrac Charge shall not be required, and the Calfrac Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected before or after the Calfrac Charge coming into existence, notwithstanding any such failure to file, register, record or perfect the Calfrac Charge. Any registration by Calfrac to perfect or register the Calfrac Charge as against the Collateral shall be permitted and shall not be stayed by the stay of proceedings ordered in Initial Order and extended thereafter (the “**Stay**”).

11. The Purchaser shall not grant any security interest, trust, lien, charge or encumbrance as against the Purchased Assets whatsoever. After the closing of the Transaction, the Purchased Assets shall constitute part of the "Property" of the CCAA Applicants as defined in the Initial Order and as such are covered by the Stay.
12. The Calfrac Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Vendor with respect to the Calfrac Charge shall not otherwise be limited or impaired in any way by:
 - a) the pendency of this proceeding and the declaration of insolvency made herein;
 - b) the pendency of any petition for receiving orders or bankruptcy orders heretofore or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA"), as amended, in respect of any or the Purchaser, the CCAA Applicants or their affiliates, any receiving orders issued pursuant to any such petitions or any assignments in bankruptcy which may hereafter be made by or with respect to any or all CCAA Applicants or their affiliates;
 - c) any assignment in bankruptcy made by any or all of the CCAA Applicants or their affiliates;
 - d) the provisions of any federal or provincial statute; or
 - e) any negative covenant, prohibitions or other similar provisions with respect borrowings, incurring debt or the creation of any charge or encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, a "Third Party Agreement") which binds the Purchaser, the CCAA Applicants or any of their affiliates, and notwithstanding any provision to the contrary in any Agreement:
 - i. neither the creation of the Calfrac Charge nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Purchaser, the CCAA Applicants or their affiliates of any Third Party Agreement to which they are a party;

- ii. Calfrac shall not have any liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the Calfrac Charge; and
- iii. the payments made by the Purchaser pursuant to this Order, including the granting of the Calfrac Charge, does not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

Transaction not a Preference or Transfer at Undervalue

13. Notwithstanding:

- a) the pendency of this proceeding and the declaration of insolvency made herein;
- b) the pendency of any petition for receiving orders or bankruptcy orders heretofore or hereafter issued pursuant to the BIA, as amended, in respect of any or all CCAA Applicants or their affiliates, any receiving orders issued pursuant to any such petitions or any assignments in bankruptcy which may hereafter be made by or with respect to any or all CCAA Applicants or their affiliates;
- c) any assignment in bankruptcy made by any or all of the CCAA Applicants or their affiliates; and
- d) the provisions of any federal or provincial statute:

the Transaction shall not be void or voidable by creditors of the Purchaser or the CCAA Applicants or their affiliates, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Sealing Order

14. The Confidential Affidavit shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection unless and until otherwise ordered by this Court, upon seven days' notice to all interested parties. The Confidential Affidavit shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL AFFIDAVIT OF LORI MCLEOD-HILL DATED MARCH 23, 2015, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE EIDSVIK DATED MARCH 26, 2015, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE.

Miscellaneous Matters

15. Pursuant to paragraph 4(b) of the Initial Order, and subject to any further Order of this Court, the CCAA Applicants shall continue their operations uninterrupted in the ordinary course of business, including the use of the Purchased Assets and their other assets, and the satisfaction of their continuing obligations to employees, suppliers of goods and services, and customers.
16. Calfrac is not, and shall not be deemed to be, in control or possession of the business or assets of the CCAA Applicants or any of their affiliates, and Calfrac shall incur no liability or obligations that arise in association with the operations, the conduct of the business or the assets of the CCAA Applicants or any of their affiliates.
17. This Court hereby requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by serving the same on:
- a) the persons listed on the Service List (as found at Schedule "A" to this Order); and

b) by posting a copy of this Order on the Monitor's website at:

<http://www.ey.com/ca/gasfracenergy>.

19. No other Persons are entitled to be served with a copy of this Order.
20. Service of this Order shall be deemed good and sufficient regardless of whether service is effected by PDF copy attached to an email, facsimile, courier, personal delivery or ordinary mail.

"K.M. Eidsvik"

Justice of the Court of Queen's Bench of Alberta

COURT FILE NUMBER **1501-00396**

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE Calgary

APPLICANTS **IN THE MATTER OF THE *COMPANIES'***
***CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.**
C-36, as amended

AND IN THE MATTER OF THE *BUSINESS*
***CORPORATIONS ACT*, R.S.A. 2000, c. B-9**

AND IN THE MATTER OF GASFRAC ENERGY
SERVICES INC., GASFRAC SERVICES GP INC.,
GASFRAC ENERGY SERVICES (US) INC.,
GASFRAC US HOLDINGS INC. and GASFRAC
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