

EXHIBIT B

CALCULATIONS AND OTHER MATERIALS TO DETERMINE COMPLIANCE

See attached.

EXHIBIT C
UPDATES TO SCHEDULES

See attached.

Exhibit 1.2(b)

Exhibit 1.2(b)													
Pro-Forma FCC Analysis			N o t e	Audited		Audited		Internal		Internal		Projected	
GASFRAC				FYE	Dec-11	FYE	Dec-12	FYE	Dec-13	Mar-13	Mar-14	12 Months	12 Months
(\$000's)												Dec-14	Mar-15
Net Income				(2,853)	(77,469)	(24,429)	(7,884)	(14,169)	(30,714)	(15,928)	(9,040)		
Add: Taxes				(190)	(1,764)	-	-	-	-	-	-		
Add: Interest				424	5,623	6,661	1,770	1,400	6,291	6,170	6,270		
Add: D&A				16,359	26,826	25,609	6,593	6,303	25,319	25,236	25,403		
Unadjusted EBITDA				13,740	(46,784)	7,841	1,981	(4,615)	896	15,478	22,633		
Permitted EBITDA Adjustments:													
Add: Equity Settled Share-based compensation			1	1,689	342	773	204	48	617	948	1,200		
Add: Impairment Losses			2	139	47,412	120	-	-	120	-	-		
Add/(Less): Unrealized FX loss / gain			3	2	(3)	(422)	68	(707)	(1,197)	(707)	-		
Add/(Less): (Gain)/Loss on sale of assets			4	28	7	(2,275)	-	(1,602)	(3,877)	(1,602)	-		
Add/(Less): Insurance income			12	-	(1,957)	-	-	-	-	-	-		
Less: Interest Income			13	(533)	(62)	(18)	(11)	(2)	(9)	(29)	(36)		
Total Adjustments				1,325	45,739	(1,822)	261	(2,263)	(4,346)	(1,390)	1,164		
Adjusted EBITDA				15,065	(1,045)	6,019	2,242	(6,878)	(3,450)	14,088	23,797		
less: Unfunded Capex (growth)			5	2,758	2,758	2,758	689	689	2,758	2,758	2,758		
less: Unfunded Capex (Maintenance)			5	2,080	2,080	2,080	520	520	2,080	2,080	2,080		
less: Proforma Cash Taxes			6	-	-	-	-	-	-	-	-		
less: Proforma distributions and dividends				-	-	-	-	-	-	-	-		
Free Cash Flow (Numerator)				10,227	(5,883)	1,181	1,033	(8,087)	(8,288)	9,250	18,959		
Revolver Interest			7	1,229	1,229	1,229	307	307	1,229	1,229	1,229		
Finance Lease Obligation Interest			8	157	157	157	39	39	157	157	157		
BBC M&E Amortization			9	-	-	-	-	-	-	-	-		
Total Sr. Scheduled Prin. Pmts			10	1,359	1,359	1,359	340	340	1,359	1,359	1,359		
Total Senior Fixed Charges				2,745	2,745	2,745	686	686	2,745	2,745	7,245		
Sub Debt Interest			11	2,818	2,818	2,818	704	704	2,818	2,818	2,818		
Sub Debt Principal				-	-	-	-	-	-	-	-		
Total Fixed Charges (Denominator)				5,563	5,563	5,563	1,390	1,390	5,563	5,563	10,063		
Excess Cash Flow / (Cash Burn)				4,664	(11,446)	(4,382)	(357)	(9,477)	(13,851)	3,687	8,896		
All-In FCCR (Per Covenant Def.)				1.84	-1.06	0.21	0.74	-5.82	-1.49	1.66	1.88		

NOTES:

Exhibit 1.2(b)

- (1) Represents non-cash stock based compensation expense relating to the Company's four share based compensation plans.
- (2) Represents non-cash impairment charges, largely reflected in FY 12 relating to the determination that the carrying values of certain fixed assets exceeded the recoverable values (Canada - \$20MM, US - \$24.8MM). The impairment was based on management's estimate of the fair value less cost to sell as determined based on estimates of the amounts that could be obtained in a non-compulsory asset sale, with an arm's length willing third party. Additional impairment of assets held for sale (\$1.5MM), and three damaged LPG pumpers units (\$1.1MM) was recorded in 2012.
- (3) Unrealized portion of FX gain or loss per the Consolidated Statements of Cash Flows.
- (4) (Gain)/Loss related to the sale of parked / obsolete / excess equipment.
- (5) Projected unfinanced capex per the Company. Growth capex relates to the purchase of two new bulkers which will allow for two more sets of equipment to be Hybrid capable.
- (6) Assumed 40% tax rate; however limited to zero in all instances of negative EBT. Note that the Company has \$235MM of NOLs and does not expect to pay income taxes in the near future.
- (7) Per PNCBC projection model.
- (8) Per PNCBC projection model.
- (9) Amortization of \$45MM BRC M&E sub-limit over 10 years. Note that the first FCC test as of FY 14 does not include any amortization of fixed assets as amortization does not begin until Q1-15. For presentation purposes, UW has shown the FCC including amortization for historical periods highlighted in grey.
- (10) Per PNCBC projection model, representing principal payments under finance capital lease obligations.
- (11) Cash-paid interest on \$40.25MM of subordinated debentures at 7%.
- (12) Insurance income is considered non-recurring in nature and is included in "Other Income" for purposes of Audited F/S grouping.
- (13) Interest income is considered non-operating in nature and is included in "Other Income" for purposes of Audited F/S grouping.

EXHIBIT 2.1(a)
REVOLVING CREDIT NOTE

\$60,000,000

Date: June ___, 2014

This Revolving Credit Note (this "Note") is executed and delivered under and pursuant to the terms of that certain Revolving Credit and Security Agreement dated on or about the date of this Note (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") by and among GASFRAC ENERGY SERVICES INC., a corporation organized under the laws of the Province of Alberta ("GASFRAC"), GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP, a limited partnership formed under the laws of the province of Alberta ("GASFRAC Energy LP"), GASFRAC INC., a Delaware corporation ("GASFRAC Inc.") (GASFRAC, GASFRAC Energy LP, and GASFRAC Inc., and together with each Person that becomes a party to the Loan Agreement as a borrower, collectively, the "Borrowers", and each a "Borrower"), with a place of business at 1900, 801 - 6 Ave. SW., Calgary, Alberta, Canada, T2P 3W2, the various other Borrowers named therein or which hereafter become a party thereto, GASFRAC SERVICES GP INC., a corporation organized under the laws of the Province of Alberta, GASFRAC US HOLDINGS INC., a Delaware corporation, GASFRAC ENERGY SERVICES (US) INC., a Delaware corporation, PNC BANK CANADA BRANCH ("PNC Canada"), the various financial institutions named therein or which hereafter become a party thereto (together with PNC Canada, collectively the "Lenders"), and PNC Canada as agent for the Lenders (PNC Canada, in such capacity, the "Agent"). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

FOR VALUE RECEIVED, Borrowers hereby jointly and severally unconditionally promise to pay to the order of PNC Canada, at the Payment Office:

(i) the principal sum of \$60,000,000, or, if different from such amount, the unpaid principal balance of PNC Canada's Revolving Commitment Percentage of the Revolving Advances as may be due and owing under the Loan Agreement, payable in accordance with the provisions of the Loan Agreement, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement or earlier termination of the Loan Agreement pursuant to the terms thereof; and

(ii) interest on the principal amount of this Note from time to time outstanding until such principal amount is paid in full at the applicable Revolving Interest Rate in accordance with the provisions of the Loan Agreement. In no event, however, shall interest exceed the maximum interest rate permitted by law. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent, interest shall be payable at the Default Rate.

All amounts in this Note are stated and shall be paid in Canadian Dollars, provided that if any Revolving Advances are outstanding in a currency other than Canadian Dollars, the Agent, at its option, may require that such Revolving Advances be paid in such other currency.

This Note is one of the notes referred to in the Loan Agreement as the Revolving Credit Note and is secured, inter alia, by the Liens granted pursuant to the Loan Agreement and the Other Documents, is entitled to the benefits of the Loan Agreement and the Other Documents

and is subject to all of the agreements, terms and conditions therein contained.

This Note is subject to mandatory prepayment and may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Loan Agreement.

Each Borrower expressly waives presentment, demand, protest, notice of protest, or notice and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Loan Agreement except as expressly provided in the Loan Agreement.

If an Event of Default under Section 10.7 of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the Other Documents, which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with attorneys' fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall bind the Borrowers and their successors and assigns, and the benefits hereof shall inure to the benefit of PNC Canada and its successors and assigns. All references herein to the "Borrowers" and "PNC Canada" shall be deemed to apply to the Borrowers and PNC Canada, respectively, and their respective successors and assigns as permitted under the Loan Agreement.

This Note and the rights and obligations of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the Province of Alberta (applicable to contracts to be performed wholly within the Province of Alberta) and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Revolving Credit Note by their duly authorized officers as of the day and year first above written.

GASFRAC ENERGY SERVICES INC.

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial
Officer

**GASFRAC ENERGY SERVICES
LIMITED PARTNERSHIP**

By: GASFRAC Services GP Inc.,
in its capacity as general partner of
GASFRAC Energy Services Limited
Partnership

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial
Officer

GASFRAC INC.

By: _____
Eric Tudor, President

By: _____
Jim Hill, Chief Financial Officer and
Secretary

EXHIBIT 2.4(a)
SWING LOAN NOTE

\$6,000,000

Date: June __, 2014

This Swing Loan Note (this "Note") is executed and delivered under and pursuant to the terms of that certain Revolving Credit and Security Agreement dated on or about the date of this Note (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") by and among GASFRAC ENERGY SERVICES INC., a corporation organized under the laws of the Province of Alberta ("GASFRAC"), GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP, a limited partnership formed under the laws of the province of Alberta ("GASFRAC Energy LP"), GASFRAC INC., a Delaware corporation ("GASFRAC Inc.") (GASFRAC, GASFRAC Energy LP, and GASFRAC Inc., and together with each Person that becomes a party to the Loan Agreement as a borrower, collectively, the "Borrowers", and each a "Borrower"), with a place of business at 1900, 801 - 6 Ave. SW., Calgary, Alberta, Canada, T2P 3W2, the various other Borrowers named therein or which hereafter become a party thereto, GASFRAC SERVICES GP INC., a corporation organized under the laws of the Province of Alberta, GASFRAC US HOLDINGS INC., a Delaware corporation, GASFRAC ENERGY SERVICES (US) INC., a Delaware corporation, PNC BANK CANADA BRANCH ("PNC Canada"), the various financial institutions named therein or which hereafter become a party thereto (together with PNC Canada, collectively the "Lenders"), and PNC Canada as agent for the Lenders (PNC Canada, in such capacity, the "Agent"). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

FOR VALUE RECEIVED, Borrowers hereby jointly and severally unconditionally promise to pay to the order of PNC Canada, at the Payment Office:

(i) the principal sum of \$6,000,000, or, if different from such amount, the unpaid principal balance of all Swing Loans as may be due and owing under the Loan Agreement, payable in accordance with the provisions of the Loan Agreement, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement or earlier termination of the Loan Agreement pursuant to the terms thereof; and

(ii) interest on the principal amount of this Note from time to time outstanding until such principal amount is paid in full at the applicable Revolving Interest Rate for Base Rate Loans in accordance with the provisions of the Loan Agreement. In no event, however, shall interest exceed the maximum interest rate permitted by law. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent, interest shall be payable at the Default Rate.

All amounts in this Note are stated and shall be paid in Canadian Dollars, provided that if any Swing Loans are outstanding in a currency other than Canadian Dollars, the Agent, at its option, may require that such Swing Loans be paid in such other currency.

This Note is the Swing Loan Note referred to in the Loan Agreement and is secured, inter alia, by the Liens granted pursuant to the Loan Agreement and the Other Documents, is entitled to the benefits of the Loan Agreement and the Other Documents and is subject to all of the

agreements, terms and conditions therein contained.

This Note is subject to mandatory prepayment and may be voluntarily prepaid, in whole or in part, on the terms and conditions set forth in the Loan Agreement.

Each Borrower expressly waives presentment, demand, protest, notice of protest, or notice and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note and the Loan Agreement except as expressly provided in the Loan Agreement.

If an Event of Default under Section 10.7 of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the Other Documents, which is not cured within any applicable grace period, then this Note may, as provided in the Loan Agreement, be declared to be immediately due and payable, without notice, together with attorneys' fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall bind the Borrowers and their successors and assigns, and the benefits hereof shall inure to the benefit of PNC Canada and its successors and assigns. All references herein to the "Borrowers" and "PNC Canada" shall be deemed to apply to the Borrowers and PNC Canada, respectively, and their respective successors and assigns as permitted under the Loan Agreement.

This Note and the rights and obligations of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the Province of Alberta (applicable to contracts to be performed wholly within the Province of Alberta) and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Swing Loan Note by their duly authorized officers as of the day and year first above written.

GASFRAC ENERGY SERVICES INC.

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial
Officer

**GASFRAC ENERGY SERVICES
LIMITED PARTNERSHIP**

By: GASFRAC Services GP Inc.,
in its capacity as general partner of
GASFRAC Energy Services Limited
Partnership

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial
Officer

GASFRAC INC.

By: _____
Eric Tudor, President

By: _____
Jim Hill, Chief Financial Officer and
Secretary

**CASTRAC ENERGY SERVICES INC
CONSOLIDATED BALANCE SHEET
2014 (CAD \$000)**

counts payable (X) 4/2

Opening Balance
New
Outstanding
Payments
Foreign Exchange
Closing Balance

Estimated Total Capital Expenditures are \$6.247 million for 2014	195,884,558	191,439,005	184,375,867
Estimated replacement is \$2.0 million for the year.			
Average life of field equipment assumed to be 10 years.			
Potential Sale of Fixed Assets in late Feb/early March			

2014-12	Q1	Q2	Q3	Q4
1,870,241	0	0	0	0
8,477,435	15,100,000	33,466,667	16,844,444	16,844,444
16,247,311	25,100,000	18,900,000	15,900,000	15,900,000
2,448,911	2,500,000	2,200,000	2,100,000	2,100,000
21,110,000	18,700,000	51,964,667	32,160,000	32,160,000
14,411,631	17,814,111	171,644,367	104,115,617	104,115,617
611,094	648,666	554,256	554,256	554,256
6,300,200	8,000,000	8,000,000	8,000,000	8,000,000
17,373,120	107,854,173	327,246,423	171,721,617	171,721,617
211,118,130	278,164,173	284,212,070	211,118,130	211,118,130
7,100,000	8,970,000	15,000,000	16,900,000	16,900,000
1,315,147	1,115,147	1,115,147	1,115,147	1,115,147
19,511,754	26,474,344	25,354,788	19,511,754	19,511,754
13,481,280	14,484,728	41,779,920	17,246,712	17,246,712
932,654	932,654	932,654	932,654	932,654
35,964,779	34,272,232	36,984,645	36,984,645	36,984,645
16,907,411	33,222,664	37,267,209	37,267,209	37,267,209
258,841,341	258,841,341	258,841,341	258,841,341	258,841,341
8,900,913	6,756,619	7,090,613	7,090,613	7,090,613
2,178,644	2,178,644	2,178,644	2,178,644	2,178,644
11,428,849	11,428,849	11,428,849	11,428,849	11,428,849
12,116,344	12,116,344	12,116,344	12,116,344	12,116,344
219,509,168	219,509,168	219,509,168	219,509,168	219,509,168
14,149,233	(6,806,479)	2,701,205	2,844,132	2,844,132
12,171,847	28,700,000	30,200,000	30,200,000	30,200,000
113,352	140,000	307,778	307,778	307,778
8,115,715	18,800,000	34,461,667	34,461,667	34,461,667
183,812,300	244,315,417	177,244,117	173,448,167	173,448,167
2,171,740	2,171,740	2,171,740	2,171,740	2,171,740
(7,771,740)	(7,771,740)	(7,771,740)	(7,771,740)	(7,771,740)
(6,198,613)	(6,198,613)	(6,198,613)	(6,198,613)	(6,198,613)
2,409,430	1,237,120	454,262	454,262	454,262
184,972,847	79,248,217	173,643,867	109,115,617	109,115,617
Estimated total Capital Expenditures are \$6.43B million 2014				
Estimated amortization is \$25.2 million for the year				
Average life of field equipment assumed to be 10 years.				

2014-12	Q1	Q2	Q3	Q4
1,870,241	0	0	0	0
8,477,435	15,100,000	33,466,667	16,844,444	16,844,444
16,247,311	25,100,000	18,900,000	15,900,000	15,900,000
2,448,911	2,500,000	2,200,000	2,100,000	2,100,000
21,110,000	18,700,000	51,964,667	32,160,000	32,160,000
14,411,631	17,814,111	171,644,367	104,115,617	104,115,617
611,094	648,666	554,256	554,256	554,256
6,300,200	8,000,000	8,000,000	8,000,000	8,000,000
17,373,120	107,854,173	327,246,423	171,721,617	171,721,617
211,118,130	278,164,173	284,212,070	211,118,130	211,118,130
7,100,000	8,970,000	15,000,000	16,900,000	16,900,000
1,315,147	1,115,147	1,115,147	1,115,147	1,115,147
19,511,754	26,474,344	25,354,788	19,511	

GASFRAC ENERGY SERVICES INC
CONSOLIDATED CASH FLOW
2014 (CAD \$000)

	Q1	Q2	Q3	Q4
CASH AND CASH EQUIVALENTS (USED FOR) PROVIDED BY:				
OPERATING ACTIVITIES				
Net income (loss) / Comprehensive income	(7,885,832)	(4,808,676)	(5,060,294)	(6,659,991)
Depreciation	6,593,000	6,375,000	6,303,000	6,337,000
Amortization	-	-	-	-
Impairment charges	-	120,000	-	-
Bad Debt Expense	-	538,000	-	-
Interest expense net / IS	1,769,931	1,563,856	1,775,390	1,551,916
Stock based compensation	234,000	216,000	227,000	126,000
Foreign Exchange (Gain) / Loss	68,000	58,000	67,000	(625,000)
Gain / (Loss) on Disposal	-	11,798,000	52,000	(579,000)
Income tax net / IS	-	-	-	-
Cash flow from Operations	749,161	2,264,180	3,364,096	200,925
Change in Working Capital	4,851,000	(3,378,000)	(9,844,074)	6,045,000
Accounts Receivable	12,238,000	(125,000)	(14,518,000)	6,977,000
Accounts Payable	(6,087,000)	(1,844,000)	6,996,926	(505,000)
Inventory	(1,921,000)	86,000	(1,111,000)	(3,140,000)
Other	623,000	(1,180,000)	(912,000)	2,713,000
Interest Paid	(1,816,000)	(598,833)	(2,099,167)	(999,000)
Purchase of Equipment	(468,000)	(1,353,000)	(253,000)	(911,000)
New Finance Leases	-	-	-	-
Purchase of Intangibles	(41,000)	(41,000)	(21,000)	(53,000)
Proceeds from the Sale of Equipment	3,988,000	4,077,000	2,715,000	2,715,000
Change in Working Capital	(335,000)	(435,000)	(628,000)	11,000
Issue of Common Stock	-	150,000	-	-
Finance Leases - Principal Repayments	(224,000)	(429,000)	(329,000)	(392,000)
Finance Leases Obtained	-	387,000	93,000	676,000
Debt Financing (Net) / Repaid	(6,142,000)	(4,489,000)	5,068,000	(5,860,000)
Convertible Debentures Repaid	-	-	-	-
Cash and Cash Equivalents at the Beginning of Period	1,827,000	3,471,201	800,447	446,503
Effect of Exchange Rate Changes	51,000	321,000	(58,000)	(14,000)
Balance End of the Period	4,422,121	902,447	989,349	1,964,228
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF PERIOD	1,827,000	3,471,201	800,447	446,503
Effect of Exchange Rate Changes	51,000	321,000	(58,000)	(14,000)
Balance End of the Period	4,422,121	902,447	989,349	1,964,228

	Actual 2014-01	Actual 2014-02	Actual 2014-03	2014-04	2014-05	2014-06	2014-07
CASH AND CASH EQUIVALENTS (USED FOR) PROVIDED BY:							
OPERATING ACTIVITIES							
Net income (loss) / Comprehensive income	(3,821,471)	(6,562,904)	(5,794,650)	(6,809,031)	(1,095,781)	(899,858)	421,179
Depreciation	2,100,564	2,098,259	2,000,000	2,085,000	2,085,000	2,085,000	2,087,000
Amortization	54,634	34,760	34,779	15,000	15,000	15,000	15,000
Impairment charges	-	-	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-	-	-
Interest expense net / IS	498,855	554,204	387,180	550,000	550,000	550,000	570,000
Stock based compensation	49,000	(41,000)	40,000	100,000	100,000	100,000	100,000
Foreign Exchange (Gain) / Loss	(20,000)	(308,836)	(568,886)	-	-	-	-
Gain / (Loss) on Disposal	(14,799)	(42,656)	(1,545,000)	-	-	-	-
Income tax net / IS	-	-	-	-	-	-	-
Cash flow from Operations	(1,222,217)	(4,264,143)	(5,214,577)	(2,059,031)	1,654,217	1,850,142	3,143,123
Change in Working Capital	1,202,281	(40,718)	5,805,696	(6,640,046)	(4,821,544)	(4,133,039)	(4,474,792)
Accounts Receivable	7,507,155	4,045,220	6,242,180	2,377,445	(6,321,648)	(7,178,632)	(7,890,000)
Accounts Payable	(4,013,346)	(4,598,844)	1,296,523	15,000,182	2,698,874	2,995,593	3,275,208
Inventory	(1,705,835)	112,716	(2,941,392)	(12,489)	-	-	-
Other	(587,753)	160,210	496,385	(2,024,842)	(620,000)	50,000	50,000
Interest Paid	(120,794)	(1,590,000)	(3,792)	(211,050)	(210,048)	(209,077)	(178,076)
Purchase of Equipment	(1,805,338)	(105,519)	(478,410)	(262,500)	(862,500)	(262,500)	(106,167)
New Finance Leases	(45,696)	-	(94,887)	(113,250)	(113,250)	(113,250)	(113,250)
Purchase of Intangibles	(6,403)	(7,687)	(1,159)	-	-	-	-
Proceeds from the Sale of Equipment	14,779	191,214	9,116,148	-	-	-	-
Change in Working Capital	(17,000)	(5,000)	19,000	-	-	-	-
Issue of Common Stock	-	-	-	-	-	-	-
Finance Leases - Principal Repayments	(85,993)	(102,675)	(123,676)	(113,250)	(113,250)	(113,250)	(113,250)
Finance Leases Obtained	45,696	-	94,887	113,250	113,250	113,250	113,250
Debt Financing (Net) / Repaid	3,376,059	5,790,230	(12,152,246)	5,403,669	3,351,146	2,867,724	1,779,155
Convertible Debentures Repaid	-	-	-	-	-	-	-
Cash and Cash Equivalents at the Beginning of Period	1,964,228	3,450,822	2,892,763	1,902,231	-	0	(0)
Effect of Exchange Rate Changes	281,779	(52,761)	(35,587)	-	-	-	-
Balance End of the Period	3,650,822	2,892,763	1,902,231	(0)	0	0	(0)
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF PERIOD	1,964,228	3,450,822	2,892,763	1,902,231	-	0	(0)
Effect of Exchange Rate Changes	281,779	(52,761)	(35,587)	-	-	-	-
Balance End of the Period	3,650,822	2,892,763	1,902,231	(0)	0	0	(0)

	2014				Actual 2015-01	Actual 2015-02	Actual 2015-03	2015			
	Q1	Q2	Q3	Q4				Q1	Q2	Q3	Q4
352.37; 2,087,000 15,000	1,422,805 2,087,000 15,000	1,779,770 2,094,000 15,000	1,377,852 2,094,000 15,000	(311,089) 2,094,000 15,000	(3,344,078) 2,141,667 15,000	(2,343,860) 2,141,667 15,000	(1,593,197) 2,141,667 15,000	(7,281,051) 5,415,000 45,000	(3,618,558) 6,425,000 45,000	(546,793) 6,425,000 45,000	1,946,216 6,425,000 45,000
570,000 100,000	570,000 100,000	570,000 100,000	570,000 100,000	570,000 100,000	500,000 100,000	500,000 100,000	500,000 100,000	1,500,000 300,000	1,500,000 300,000	1,500,000 300,000	1,500,000 300,000
3,074,371 13,958 2,163,958 37,000 (1,585,816)	4,149,805 (2,201,458) (3,666,667) 50,000 (1,176,047)	4,504,770 (1,851,458) (2,665,667) 50,000 (1,175,018)	4,106,832 (1,394,793) (2,200,000) 50,000 (1,173,979)	2,415,911 621,875 1,465,667 50,000 (1,171,930)	(587,342) (1,658,125) 7,666,667 (3,684,793) (4,700,000)	412,807 4,400,625 5,866,667 (1,466,042) -	1,183,330 1,048,542 2,331,333 (1,284,793) -	918,965 3,781,042 15,866,667 (6,335,675) (950,000)	4,651,542 (3,271,042) (4,666,667) 1,395,625 (950,000)	7,723,207 (2,278,958) (5,333,333) 3,104,375 (1,841,273)	10,216,226 (4,004,375) (6,000,000) 1,995,625 (422,137)
(136,167) (113,250)	(106,167) (113,250)	(563,167) (113,250)	(563,167) (113,250)	(563,167) (113,250)	(470,083) (113,250)	(470,083) (113,250)	(470,083) (113,250)	(1,410,250) (113,250)	(1,410,250) (113,250)	(1,410,250) (113,250)	(1,410,250) (113,250)
(113,250) 113,250 (1,283,094)	(113,250) 113,250 (1,552,883)	(113,250) 113,250 (2,005,877)	(113,250) 113,250 (1,861,665)	(113,250) 113,250 (2,185,438)	(113,250) 113,250 2,980,692	(113,250) 113,250 (2,670,146)	(113,250) 113,250 (1,479,093)	(113,250) 113,250 (1,158,857)	(113,250) 113,250 812,101	(113,250) 113,250 (1,901,975)	(113,250) 113,250 (4,039,694)
(0) (0) (0)	(0) (0) 0	(0) (0) 0	(0) (0) 0	(0) (0) 0	1,966,226 1,902,231 1,902,231	1,907,231 (0) (0)	(0) (0) (0)	0 (0) (0)	0 (0) (0)	0 (0) (0)	0 (0) (0)

2016 2017 2018

(1,711,212) (2,467,754) 1,532,147
26,500,792 27,360,000 28,120,000
151,043 180,000 15,056

6,300,000 3,000,000 1,500,000
1,200,000 1,200,000 1,200,000

Assumed tax losses would cover taxes

26,468,948	28,632,802	32,400,823
(1,510,333)	(241,860)	(5,763,538)
6,737,667	(2,147,133)	(2,237,433)
(7,847,000)	1,903,274	1,033,845
(4,000,000)	.	(5,000,000)
(1,000,000)		

(4,696,420) (3,653,804) (1,500,000)

13,400,000 (5,400,000) (5,400,000)
(2,600,000) (7,600,000) (2,600,000)

(667,831) (2,600,000) (2,600,000)
2,600,000 2,600,000 2,600,000
113,232,333 21,561,361 (16,645,034)
40,256,000

9 952,080 (0)

952,080 (0) 3
952,080 (0) 0

EXHIBIT 8.1(g)
FINANCIAL CONDITION CERTIFICATE

Dated: June ____, 2014

TO: PNC BANK CANADA BRANCH ("PNC Canada"), each of the other financial institutions (together with PNC Canada, collectively, the "Lenders") named in or which hereafter become party to the Credit Agreement (as hereinafter defined), and PNC Canada as agent for the Lenders (in such capacity, "Agent"), pursuant to the terms of that certain Revolving Credit and Security Agreement of approximate even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GASFRAC ENERGY SERVICES INC., a corporation organized under the laws of the Province of Alberta ("GASFRAC"), GASFRAC Energy Services Limited Partnership, a limited partnership formed under the laws of the Province of Alberta ("GASFRAC Energy LP"), GASFRAC Inc., a Delaware corporation ("GASFRAC Inc."), GASFRAC Services GP Inc., a corporation organized under the laws of the Province of Alberta ("GASFRAC Services GP"), GASFRAC US Holdings Inc., a Delaware corporation ("GASFRAC Holdings"), GASFRAC Energy Services (US) Inc., a Delaware corporation ("GASFRAC Energy (US)"), the Lenders, and Agent. Capitalized terms used in this Certificate but not defined in this Certificate shall have the meaning set forth in the Credit Agreement.

The undersigned certify that:

1. We are the duly elected, qualified, and acting Chief Executive Officer and Chief Financial Officer of GASFRAC and GASFRAC Services GP, and the duly elected, qualified, and acting President and Chief Financial Officer and Secretary of GASFRAC Inc., GASFRAC Holdings, and GASFRAC Energy (US).
2. GASFRAC is a corporation duly amalgamated, existing and in good standing under the laws of the Province of Alberta.
3. GASFRAC Energy LP is a limited partnership duly formed, existing and in good standing under the laws of the Province of Alberta.
4. GASFRAC Inc. is a corporation duly organized, existing and in good standing under the laws of the State of Delaware.
5. GASFRAC Services GP is a corporation duly incorporated, existing and in good standing under the laws of the Province of Alberta.
6. GASFRAC Holdings is a corporation duly organized, existing and in good standing under the laws of the State of Delaware.
7. GASFRAC Energy (US) is a corporation duly organized, existing and in good standing under the laws of the Province of Alberta.
8. We are fully familiar with all of the business and financial affairs of each Credit Party, including, without limiting the generality of the foregoing, all of the matters hereinafter

described.

9. This Certificate is made and delivered to Agent and each Lender for the purpose of inducing Agent and Lenders, now and from time to time hereafter, to advance monies and extend credit and other financial accommodations to Borrowers pursuant to the Credit Agreement (the Credit Agreement, together with all notes, security agreements, mortgages, agreements, guarantees, instruments and documents heretofore now and from time to time hereafter executed by Credit Parties and delivered to Agent and/or any Lender, collectively, the "Loan Documents"). We understand that you are relying on the truth and accuracy of this Certificate in connection with the extensions of credit under the Credit Agreement.

10. We have reviewed the following and are fully familiar with the process pursuant to which they were generated:

a. The projected balance sheets of Credit Parties and their Subsidiaries on a Consolidated Basis attached hereto as Exhibit A (the "Balance Sheet").

b. Cash flow projections for Credit Parties and their Subsidiaries on a Consolidated Basis attached hereto as Exhibit B ("Projections").

The Balance Sheet is accurate, complete and correct and fairly reflects the assets, liabilities and financial condition of Credit Parties as of the date prepared. The Projections are based on underlying assumptions which provide a reasonable basis for the Projections and which reflect each Credit Party's judgment, based on present circumstances, of the most likely set of conditions and each Credit Party's most likely course of action for the period projected. The Projections demonstrate that each Credit Party will have sufficient cash flow to enable it to pay its debts as they mature.

11. Immediately following the execution of the Loan Documents and the consummation of the transactions contemplated in connection therewith:

a. The assets of each Credit Party at a fair valuation and at their present fair saleable value, calculated on a going concern basis, will be in excess of the total amount of the liabilities of such Credit Party.

b. Each Credit Party will be solvent and able to generally pay its debts as they become due or mature.

c. Each Credit Party will have capital sufficient to carry on its business and all businesses in which it is about to engage.

d. All undisputed debts owing to third parties by any Credit Party are current and not past due.

e. We conclude that the execution and delivery of the Credit Agreement and each of the other Loan Documents and the granting of the security interests pursuant to the Credit Agreement and any of the other Loan Documents by the Credit Parties will not leave any Credit Party with property remaining in its hands which would constitute unreasonably small

capital for such Credit Party's business as presently conducted. In reaching this conclusion, we understand that "unreasonably small capital" depends upon the nature of the applicable Credit Party's businesses as presently conducted, and we have reached our conclusion based on the actual and reasonably anticipated needs for capital of the businesses anticipated to be conducted by the Credit Parties and consistent with the Projections and other information described herein.

f. We conclude that each Credit Party will not likely incur debts beyond its ability to generally pay as such debts mature. This conclusion is based, in part, upon our review of the Projections provided by the Credit Parties to the Agent, which project that the Credit Parties will have positive cash flow after generally paying all of its scheduled and anticipated indebtedness as it matures. We have concluded, based on such Projections, that the realization from the each Credit Party's assets in the ordinary and usual course of business will be sufficient to generally pay its recurring current debt, short term debt, and long term debt as such debts require.

12. No Credit Party has executed the Credit Agreement or any of the other Loan Documents or made any transfer or incurred any obligations thereunder with actual intent to hinder, delay, or defraud either present or future creditors.

~~13. The Loan Documents were and will be executed and delivered by Credit Parties to Agent and Lenders in good faith and in exchange for reasonably equivalent value and fair consideration.~~

14. We have reviewed the relevant terms of the Loan Documents and have made or have caused to be made under our supervision a review of the transactions and conditions of Credit Parties from the beginning of the accounting period covered by the documents set forth in Paragraph 10 hereof to the date of this Certificate and that such review has not disclosed the existence during such period of any condition or event which constitutes or would constitute a Default or Event of Default.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

GASFRAC ENERGY SERVICES INC.

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial Officer

**GASFRAC ENERGY SERVICES LIMITED
PARTNERSHIP**

By: GASFRAC Services GP Inc.,
in its capacity as general partner of
GASFRAC Energy Services Limited
Partnership

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial Officer

GASFRAC SERVICES GP INC.

By: _____
Jim Hill, Chief Executive Officer

By: _____
Lori McLeod-Hill, Chief Financial Officer

GASFRAC INC.

By: _____
Eric Tudor, President

By: _____
Jim Hill, Chief Financial Officer and
Secretary

GASFRAC US HOLDINGS INC.

By: _____
Eric Tudor, President

By: _____
Jim Hill, Secretary

GASFRAC ENERGY SERVICES (US) INC.

By: _____
Eric Tudor, President

By: _____
Jim Hill, Chief Financial Officer and
Secretary

EXHIBIT A
BALANCE SHEET

EXHIBIT B
PROJECTIONS

**Schedule 1.2
Permitted Encumbrances**

Name of Secured Party	Jurisdiction	Registration No.	Collateral Description
DEBTOR: GASFRAC ENERGY SERVICES INC.			
TRICOR LEASE & FINANCE CORP. CAM CLARK FORD SALES (AIRDRIE)	Alberta	11091935474	1FT8W3BTXCEA13937 2012 FORD F350 S/D CREW CAB MV - Motor Vehicle; 1FT8W3BT0CEA14630 2012 FORD F350 S/D CREW CAB MV - Motor Vehicle; 1FT8W3BT8CEA13936 2012 FORD F350 S/D CREW CAB MV - Motor Vehicle
WS LEASING LTD.	Alberta	12011830546	1C4RJFCT1CC132121 2012 Jeep Grand Cherokee MV - Motor Vehicle
NATIONAL LEASING GROUP INC.	Alberta	12070604272	33843 2012 TOYOTA 8FGU30 MV - Motor Vehicle; ALL FORKLIFT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2587884 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
NATIONAL LEASING GROUP INC.	Alberta	12112103208	45714 2012 TOYOTA MV - Motor Vehicle ALL FORKLIFT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2590518 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. Particulars: PMSI
TRICOR LEASE AND FINANCE CORP. CAM CLARK FORD SALES (AIRDRIE)	Alberta	14010702896	1FT7W2BT9EEB10524 2014 FORD F250 S/D MV - Motor Vehicle

TRICOR LEASE AND FINANCE CORP. CAM CLARK FORD SALES (AIRDRIE)	Alberta	14012007995	1FTFW1ET9EKD22469 2014 FORD F150 MV - Motor Vehicle
TRICOR LEASE AND FINANCE CORP. CAM CLARK FORD SALES (AIRDRIE)	Alberta	14030711894	1FTFW1ET0EFA64867 2014 FORD F150 MV - Motor Vehicle
TRICOR LEASE AND FINANCE CORP. CAM CLARK FORD SALES (AIRDRIE)	Alberta	14031404038	1FTFW1ET5EFA96827 2014 FORD F150 MV - Motor Vehicle
DEBTOR: GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP			
EMKAY CANADA LEASING CORP.	Alberta	11032404811	1FTFW1E63BFA89901 2011 FORD F-150 MV - Motor Vehicle
EMKAY CANADA LEASING CORP.	Alberta	11032406366	1FTFW1EF8BFA02056 2011 FORD F-150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11052613590	1FT8W3BT1BEC22465 2011 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11061505976	1FTFW1EF9BFB47784 2011 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11062226349	1FT7W2BT7BEC04154 2011 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11062226449	1FT7W2BT8BEC04163 2011 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11062309605	1FT7W2BT2BEC04157 2011 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11070410206	1FT8W3BTXBEC83362 2011 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11070418022	1FT8W3BT1BEC83363 2011 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11071103868	1FT8W3BTXBEC72846 2011 FORD F350 MV - Motor Vehicle

FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11081203549	1FT7W2BT9BEB63834 2011 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11083027789	1FTFW1EF5BFC41774 2011 Ford F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11090818097	1FTFW1EF7BFC41775 2011 Ford F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11091231455	1FTFW1EF9BFC41776 2011 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101114532	1FT8W3BT6CEA13935 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101114559	1FT8W3BT4CEA18678 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101120016	1FT7W2BT6CEA18929 2012 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101120041	1FT8W3BT0CEA18676 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101120055	1FT8W3BT2CEA22504 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11101215859	1FT8W3BT2CEA18677 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11121523608	1FT8W3BT8CEA74509 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11121523613	1FT7W2BT2CEA18930 2012 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11121523626	1FT8W3BTXCEA52043 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING	Alberta	11121523631	1FT8W3BT8CEA74512 2012 FORD F350 MV - Motor Vehicle

COMPANY			
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11121604444	1FT8W3BT4CEA74510 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	11121618376	1FT8W3BT6CEA74511 2012 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	12010303712	1FT7W2BT0CEA94422 2012 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	12030912390	1FT7W2BT4CEA34711 2012 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13050902548	1FT8W3BT2DEA71672 2013 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13051601753	1FT8W3BT0DEA71671 2013 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13052710522	1FT7W2BT9DEB26656 2013 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13052807643	1FT7W2BT7DEB31855 2013 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13091206715	1FTFW1ET2DFD20800 2013 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13091206748	1FTFW1ET4DFD20801 2013 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13112002444	1FT8W3BT3EEA18982 2014 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13112102606	1FT8W3BT5EEA06140 2014 FORD F350 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13120501513	1FT7W2BT3EEA95096 2014 FORD F250 MV - Motor Vehicle

FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13120501549	1FT7W2BTXEEA95094 2014 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13120501555	1FT7W2BT1EEA95095 2014 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13120501593	1FT7W2BT5EEA95097 2014 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13122701955	1FTFW1EF7EFA39670 2014 FORD F150 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13122701984	1FT7W2BT6EEA99496 2014 FORD F250 MV - Motor Vehicle
FORD CREDIT CANADA LEASING, A DIVISION OF CANADIAN ROAD LEASING COMPANY	Alberta	13122701995	1FT7W2BT4EEA99495 2014 FORD F250 MV - Motor Vehicle
Other:			
Cash collateral in the amount of \$1,500,000 held by HSBC Bank Canada pursuant to the Security Over Cash, Credit Balances and Deposit Instruments Agreement dated on or about the date hereof, granted by GASFRAC Energy Services Limited Partnership in favour of HSBC Bank Canada.			

Schedule 4.4 (b) (i) (ii) (iii)
Inventory, Equipment and Other Collateral Locations
Legal Names and Addresses of Each Warehouse Where Inventory or Equipment is Stored
Places of Business and Chief Executive Office

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Machinery & Equipment ("M&E") Inventory – Chemicals	#30 Burnt Bluff Street Red Deer, Alberta, Canada Plan 0627207 Block 1, Lot 18 & 19	Bedrock Capital Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	#60, 37337 Burnt Lake Trail Red Deer County, Alberta, Canada	Roydale Rentals Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 0222313, Block 1, Lot 2 County of Grande Prairie #1, Alberta, Canada	Les and Tina Derksen	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	174 – 27 Street Edson, Alberta, Canada	N/A- Owned by GASFRAC Services GP Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 8722703, Block 1, Lot 8 Edson, Alberta, Canada	309964 Alberta Ltd.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E Inventory - Chemicals	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114	N/A – Owned by GASFRAC Inc.	Texas	GASFRAC Inc. GASFRAC US Holdings Inc. GASFRAC Energy Services (US) Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Inventory - Chemicals	4-Way Bay A 4907 - 1 st Ave. Edson, Alberta	St. Regis Management	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Sand	108, 112, 114 & 121 55202 SH825 Sturgeon County, Alberta, T8L 5C1	TBM Transportation Limited	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Chemicals	15B, 39207 - RR 271 Red Deer County, AB T4S 2M4	Lamberti Canada Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory Chemicals	14292 Koalstad Road Conroe, Texas 77302	CST/Lamberti	Texas	GASFRAC Inc.
Inventory Chemicals	40 Thalman Lane Carrizo Springs, Texas 78834	BBOG Yard	Texas	GASFRAC Inc.
Inventory LPG	9201 - 95 Ave Sexsmith Alberta T0H 3C0	Gibson's Energy	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Corporate/Chief Executive Office	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2	Yale (Headlease)	Alberta	GASFRAC Energy Services Inc.
Sales Office	11757 Katy Freeway Suite 1300 Houston, Texas, USA 77079	Skyline Executive Suites	Texas	GASFRAC Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Satellite Office for US Employee	Suite F, 8810 South Yale Avenue Tulsa, Oklahoma 74137	Jane Maxey, Inc.	Oklahoma	GASFRAC Inc.
Corporate Office for GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg	N/A	Luxembourg	GASFRAC Luxembourg Finance S.a.r.l

Legal Entity	Chief Executive Office
GASFRAC Energy Services Inc.	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2
GASFRAC Services GP Inc.	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2
GASFRAC Energy Services Limited Partnership	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2
GASFRAC US Holdings Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Energy Services (US) Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg

Schedule 4.4 (b) (i) (ii) (iii)
Inventory, Equipment and Other Collateral Locations
Legal Names and Addresses of Each Warehouse Where Inventory or Equipment is Stored
Places of Business and Chief Executive Office

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Machinery & Equipment ("M&E") Inventory - Chemicals	#30 Burnt Bluff Street Red Deer, Alberta, Canada Plan 0627207 Block 1, Lot 18 & 19	Bedrock Capital Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	#60, 37337 Burnt Lake Trail Red Deer County, Alberta, Canada	Roydale Rentals Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 0222313, Block 1, Lot 2 County of Grande Prairie #1, Alberta, Canada	Les and Tina Derksen	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	174 - 27 Street Edson, Alberta, Canada	N/A- Owned by GASRAC Services GP Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 8722703, Block 1, Lot 8 Edson, Alberta, Canada	309964 Alberta Ltd.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E Inventory - Chemicals	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114	N/A - Owned by GASFRAC Inc.	Texas	GASFRAC Inc. GASFRAC US Holdings Inc. GASFRAC Energy Services (US) Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Inventory - Chemicals	4-Way Bay A 4907 - 1 st Ave. Edson, Alberta	St. Regis Management	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Sand	108, 112, 114 & 121 55202 SH825 Sturgeon County, Alberta, T8L 5C1	TBM Transportation Limited	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Chemicals	15B, 39207 - RR 271 Red Deer County, AB T4S 2M4	Lamberti Canada Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory Chemicals	14292 Koalstad Road Conroe, Texas 77302	CST/Lamberti	Texas	GASFRAC Inc.
Inventory Chemicals	40 Thalman Lane Carrizo Springs, Texas 78834	BBOG Yard	Texas	GASFRAC Inc.
Inventory LPG	9201 - 95 Ave Sexsmith Alberta T0H 3C0	Gibson's Energy	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Corporate/Chief Executive Office	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2	Yale (Headlease)	Alberta	GASFRAC Energy Services Inc.
Sales Office	11757 Katy Freeway Suite 1300 Houston, Texas, USA 77079	Skyline Executive Suites	Texas	GASFRAC Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Satellite Office for US Employee	Suite F, 8810 South Yale Avenue Tulsa, Oklahoma 74137	Jane Maxey, Inc.	Oklahoma	GASFRAC Inc
Corporate Office for GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg	N/A	Luxembourg	GASFRAC Luxembourg Finance S.a.r.l
Legal Entity	Chief Executive Office			
GASFRAC Energy Services Inc.	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2			
GASFRAC Services GP Inc.	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2			
GASFRAC Energy Services Limited Partnership	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2			
GASFRAC US Holdings Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114			
GASFRAC Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114			
GASFRAC Energy Services (US) Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114			
GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg			

Schedule 4.4 (b) (i) (ii) (iii)
Inventory, Equipment and Other Collateral Locations
Legal Names and Addresses of Each Warehouse Where Inventory or Equipment is Stored
Places of Business and Chief Executive Office

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Machinery & Equipment ("M&E") Inventory - Chemicals	#30 Burnt Bluff Street Red Deer, Alberta, Canada Plan 0627207 Block 1, Lot 18 & 19	Bedrock Capital Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	#60, 37337 Burnt Lake Trail Red Deer County, Alberta, Canada	Roydale Rentals Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 0222313, Block 1, Lot 2 County of Grande Prairie #1, Alberta, Canada	Les and Tina Derkson	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	174 - 27 Street Edson, Alberta, Canada	N/A- Owned by GASRAC Services GP Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E	Plan 8722703, Block 1, Lot 8 Edson, Alberta, Canada	309964 Alberta Ltd.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
M&E Inventory - Chemicals	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114	N/A - Owned by GASFRAC Inc.	Texas	GASFRAC Inc. GASFRAC US Holdings Inc. GASFRAC Energy Services (US) Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Inventory - Chemicals	4-Way Bay A 4907 - 1 st Ave. Edson, Alberta	St. Regis Management	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Sand	108, 112, 114 & 121 55202 SH825 Sturgeon County, Alberta, T8L 5C1	TBM Transportation Limited	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory - Chemicals	15B, 39207 - RR 271 Red Deer County, AB T4S 2M4	Lamberti Canada Inc.	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Inventory Chemicals	14292 Koalstad Road Conroe, Texas 77302	CST/Lamberti	Texas	GASFRAC Inc.
Inventory Chemicals	40 Thalman Lane Carrizo Springs, Texas 78834	BBOG Yard	Texas	GASFRAC Inc.
Inventory LPG	9201 - 95 Ave Sexsmith Alberta T0H 3C0	Gibson's Energy	Alberta	GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Corporate/Chief Executive Office	Suite 1900, AMEC Bldg 801-6th Ave. SW Calgary, Alberta, Canada T2P 3W2	Yale (Headlease)	Alberta	GASFRAC Energy Services Inc.
Sales Office	11757 Katy Freeway Suite 1300 Houston, Texas, USA 77079	Skyline Executive Suites	Texas	GASFRAC Inc.

Collateral	Address	Landlord/Supplier	Jurisdiction	Credit Party
Satellite Office for US Employee	Suite F, 8810 South Yale Avenue Tulsa, Oklahoma 74137	Jane Maxey, Inc.	Oklahoma	GASFRAC Inc
Corporate Office for GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg	N/A	Luxembourg	GASFRAC Luxembourg Finance S.a.r.l

Legal Entity	Chief Executive Office
GASFRAC Energy Services Inc.	Suite 1900, AMEC Bldg 801-6th Ave, SW Calgary, Alberta, Canada T2P 3W2
GASFRAC Services GP Inc.	Suite 1900, AMEC Bldg 801-6th Ave, SW Calgary, Alberta, Canada T2P 3W2
GASFRAC Energy Services Limited Partnership	Suite 1900, AMEC Bldg 801-6th Ave, SW Calgary, Alberta, Canada T2P 3W2
GASFRAC US Holdings Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Energy Services (US) Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114
GASFRAC Luxembourg Finance S.a.r.l	16, Avenue Pasteur L-2310 Luxembourg

**Schedule 4.4 (b) (iv)
Owned and Leased Real Property**

Landlord/Owned	Address	Tenant
Bedrock Capital Inc. 7915 Edgar Industrial Way Red Deer, AB T4P 3R2	#30 Burnt Bluff Street Red Deer, Alberta, Canada Plan 0627207 Block 1, Lot 18 & 19	GASFRAC Energy Services Inc.
Roydale Rentals Inc. 4629 46 th Street Red Deer, AB T4N 1M7	#60, 37337 Burnt Lake Trail Red Deer County, Alberta, Canada	GASFRAC Energy Services Limited Partnership
Les and Tina Derksen R.R. 1, Site 6, Box 12 Grand Prairie, AB T8V 8E9	Plan 0222313, Block 1, Lot 2 County of Grande Prairie #1, Alberta, Canada	GASFRAC Energy Services Limited Partnership
309964 Alberta Ltd. PO Box 519 Carrot Creek, AB T0E 0G0	Plan 8722703, Block 1, Lot 8 Edson, Alberta, Canada	GASFRAC Energy Services Limited Partnership
St. Regis Management 18113 – 107 th Ave Edmonton, AB T5S 1K4	4-Way Bay A 4907 – 1 st Ave. Edson, Alberta, Canada	GASFRAC Energy Services Inc.
Second Real Properties Ltd. Suite 200, 540 – 5 th Ave. SW Calgary, AB T2P 0M2	AMEC Building 1900, 801-6 th Ave. SW Calgary, Alberta, Canada	GASFRAC Energy Services Inc. GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership
Skyline Executive Suites Suite 1300, 11757 Katy Freeway Houston, TX 77079	Suite 1300, 11757 Katy Freeway Texas, USA, 77079	GASFRAC Energy Services Inc.
Jane Maxey, Inc. 8810 South Yale Avenue Tulsa, Oklahoma, USA, 74137	Suite F, 8810 South Yale Avenue Tulsa, Oklahoma, USA, 74137	GASFRAC Inc.
Owned by GASRAC Services GP Inc.	174 – 27 Street Edson, Alberta, Canada	N/A
Owned by GASFRAC Inc.	Wilson County Texas 572 Rancho Grande Floresville, Texas 78114	N/A
Eujoo Kim 179 Arbour Stone Rise NW Calgary, AB T3G 4N4	1801, 910-5 th Ave. SW Calgary, Alberta, Canada (Residential – J. Hill)	GASFRAC Energy Services Limited Partnership Employee
Balwanthrao Ratnala 18815 Windsor Lake Drive Houston, TX 77094	22706 Two Rivers Ln, Katy, Texas, USA, 77450 (Residential – Exp Jun 30/14)	GASFRAC Inc. Employee

Schedule 4.8 (j)
Deposit and Investment Accounts

New Bank Accounts

Bank	Account Number	Company	Currency	Purpose
PNC	8026309221	GASFRAC Inc.	USD	Blocked Collection Account
PNC	8026309213	GASFRAC Inc.	USD	Disbursement Account
BMO	1924-587	GASFRAC Energy Services Limited Partnership	CAD	Blocked Collection Account
BMO	1924-333	GASFRAC Energy Services Limited Partnership	CAD	Disbursement Account
BMO	4697-665	GASFRAC Energy Services Limited Partnership	USD	Disbursement Account
BMO	1924-595	GASFRAC Energy Services Inc.	CAD	Disbursement Account
BMO	4697-657	GASFRAC Energy Services Inc.	USD	Disbursement Account

Historical Bank Accounts – all accounts are deposit and disbursement accounts

HSBC Account No.	Company	Currency
149-102666-001	GASFRAC Energy Services Inc.	CAD
149-102666-070	GASFRAC Energy Services Inc.	USD
149-105789-001	GASFRAC Energy Services Limited Partnership	CAD
149-105789-070	GASFRAC Energy Services Limited Partnership	USD
149-105770-001	GASFRAC Energy Services GP Inc.	CAD
149-105770-070	GASFRAC Energy Services GP Inc.	USD
269-05897-4	GASFRAC Inc.	USD
101-002434-131	GASFRAC Luxembourg Finance S.a.r.l	CAD
101-002434-130	GASFRAC Luxembourg Finance S.a.r.l	USD

**Schedule 5.1
Consents**

NIL

Schedule 5.2 (a)
States of Qualification and Good Standing

ENTITY NAME	REP STATE	HOME STATE	CCS STATUS	STATE CHARTER	CHARTER DATE	SERVICE TYPE
GASFRAC ENERGY SERVICES (US) INC.	DE	DE	Active	4672191	04/02/2009	Secretary of State
GASFRAC ENERGY SERVICES (US) INC.	TX	DE	Active	801277764	06/03/2010	Secretary of State
GASFRAC INC.	CO	DE	Active	20111494357	08/30/2011	Secretary of State
GASFRAC INC.	DE	DE	Active	4941447	02/17/2011	Secretary of State
GASFRAC INC.	PA	DE	Active	3875379	04/14/2009	Secretary of State
GASFRAC INC.	TX	DE	Active	801394598	03/08/2011	Secretary of State
GASFRAC US HOLDINGS INC.	DE	DE	Active	4941439	02/16/2011	Secretary of State

Provinces of Good Standing

Entity Name	Province	Status
GASFRAC Energy Services Inc. GASFRAC Services GP Inc. GASFRAC Energy Services Limited Partnership	Alberta BC Saskatchewan	Active

Schedule 5.2(b)
Subsidiaries

Legal Entity	Subsidiaries	Place of Incorporation and Operation	Number of Shares/Partnership Interest	Percent Owned
GASFRAC Energy Services Inc.	GASFRAC Services GP Inc.	Canada	1,000	100%
	GASFRAC US Holdings Inc.	USA	3,000	100%
	GASFRAC Luxembourg S.a.r.l.	Luxembourg	265,109	100%
	GASFRAC Energy Services Limited Partnership	Canada	74,001	99.999%
GASFRAC Services GP Inc.	GASFRAC Energy Services Limited Partnership	Canada	1	0.001%
GASFRAC US Holdings Inc.	GASFRAC Inc.	USA	1,000	100%
GASFRAC Inc.	GASFRAC Energy Services (US) Inc.	USA	100	100%

Schedule 5.4
Tax Identification Numbers

Legal Entity	Jurisdiction	Tax Identification Number/Business Numbers
GASFRAC Energy Services Inc.	Canada Alberta	80323-4277 2015517085
GASFRAC Services GP Inc.	Canada Alberta	82669 5090 2014426288
GASFRAC Energy Services Limited Partnership	Canada Alberta	82606 7621 LP14451009
GASFRAC US Holdings Inc.	US	32-0344700
GASFRAC Inc.	US	27-5243732
GASFRAC Energy Services (US) Inc.	US	80-0387891
GASFRAC Luxembourg Finance S.a.r.l.	Luxembourg	N/A

Schedule 5.6
Prior Names

GASFRAC Energy Services Inc.

On August 9, 2010 GASFRAC Energy Services Inc. ("Former GASFRAC") a predecessor to GASFRAC completed a reverse takeover amalgamation with Kierland Capital Corporation ("Kierland"), a capital pool company, to form GASFRAC.

GASFRAC Energy Services (US) Inc.

On February 16, 2011, GASFRAC Inc. changed its name to GASFRAC Energy Services (US) Inc.

GASFRAC Inc.

On March 7, 2011, GASFRAC Intermediate Services Inc. changed its name to GASFRAC Inc.

Schedule 5.7
Environmental

NIL

**Schedule 5.8 (b) (i)
Litigation**

Action #	Date	Parties	Status	Description
Q1101 15822	July 17, 2012	GASFRAC Energy Services v. Great West Kenworth Limited	Statement of Claim – Damages / Statement of Defence	GASFRAC is suing Great West Kenworth Ltd. for what it claims to be a defective truck that GASFRAC purchased from Great West Kenworth Ltd.

GASFRAC Services GP Inc.

A summons dated March 6, 2014 with respect to charges laid by the Crown in the right of the Province of Alberta against GASFRAC Services GP Inc. under *The Occupational Health and Safety Act (Alberta)* was served on March 7, 2014. Further details have been disclosed to the Agent in this regard.

GASFRAC Inc.

Cause No. 1626; GASFRAC Inc. v. Precision Wells, LLC; In the 118th Judicial District Court of Glasscock County, Texas.

On April 29, 2013, GASFRAC filed suit against Precision Wells, LLC ("Precision") in the 118th District Court of Glasscock County, Texas. The lawsuit arose out of Precision's failure to pay for fracking services GASFRAC provided Precision pursuant to the parties' April 25, 2012 Master Services Agreement

On September 9, 2013, the court entered a Final Default Judgment against Precision and its affiliates, Jupiter Wells, LLC and Hercules, Wells, LLC, in the amount of \$986,945.35.

On December 2, 2013, GASFRAC filed a Notice of Foreign Judgment in the Second Judicial District Court of Davis County Utah.

Schedule 5.8 (b) (ii)
Indebtedness
GASFRAC Energy Services Ltd. Partnership – CDN \$

Item #	Lease Reference	Leasing Company	Serial Number	Outstanding - CDN \$
28	LEASE # - 89901	EMKAY (MK)	1FTFW1E63BFA89901	9,450.21
29	LEASE # - 02056	EMKAY (MK)	1FTFW1EF8BFA02056	9,391.99
35	LEASE # - 46541325	FORD	1FT8W3BT1BEC22465	17,573.80
36	LEASE # - 46615380	FORD	1FT7W2BT2BEC05157	17,060.66
37	LEASE # - 46612396	FORD	1FT7W2BT7BEC05154	17,060.66
38	LEASE # - 46612521	FORD	1FT7W2BT8BEC04163	17,060.66
39	LEASE # - 46642635	FORD	1FT8W3BT1BEC83363	16,900.87
40	LEASE # - 46642738	FORD	1FT8W3BTXBEC83362	16,900.87
41	LEASE # - 46594093	FORD	1FTFW1EF9BFB47784	11,286.25
42	LEASE # - 46666006	FORD	1FT8W3BTXBEC2846	16,653.03
43	LEASE # - 46760123	FORD	1FT7W2BT9BEB63834	23,313.95
44	LEASE # - 46806324	FORD	1FTFW1EF5BFC41774	12,196.30
45	LEASE # - 46846350	FORD	1FTFW1EF7BFC41775	12,214.47
46	LEASE # - 46846014	FORD	1FTFW1EF9BFC41776	12,214.47
47	LEASE # - 1813194	TRICOR	1FT8W3BT0CEA14630	19,139.73
48	LEASE # - 1813140	TRICOR	1FT8W3BTXCEA13937	19,139.73
49	LEASE # - 1813099	TRICOR	1FT8W3BT8CEA13936	19,139.73
50	LEASE # - 46939004	FORD	1FT8W3BT0CEA18676	21,610.75
51	LEASE # - 46938971	FORD	1FT8W2BT2CEA14631	21,610.75
52	LEASE # - 46947833	FORD	1FT8W3BT2CEA18677	21,610.75
53	LEASE # - 46938904	FORD	1FT8W3BT6CEA13935	21,610.75
54	LEASE # - 46939374	FORD	1FT8W3BT4CEA18678	21,610.75

Schedule 5.8 (b) (ii)
Indebtedness
GASFRAC Energy Services Ltd. Partnership – CDN \$

Item #	Lease Reference	Leasing Company	Serial Number	Outstanding - CDN \$
55	LEASE # - 46939436	FORD	1FT8W3BT2CEA22504	21,610.75
56	LEASE # - 46939340	FORD	1FT7W2BT6CEA18929	25,570.93
57	LEASE # - 52043	FORD	1FT8W3BTXCEA52043	24,115.44
58	LEASE # - 74512	FORD	1FT8W3BT8CEA74512	24,115.44
59	LEASE # - 74511	FORD	1FT8W3BT6CEA74511	24,120.22
60	LEASE # - 74510	FORD	1FT8W3BT4CEA74510	24,120.22
61	LEASE # - 74509	FORD	1FT8W3BT8CEA74509	24,115.44
62	LEASE # - 18930	FORD	1FT7W2BT2CEA18930	28,151.11
63	LEASE # - 94422	FORD	1FT7W2BT0CEA94422	28,320.81
65	LEASE # - 2365308-01	WS Leasing Ltd	1C4RJFCT1CC132121	34,321.39
66	LEASE # - 34711	FORD	1FT7W2BT4CEA34711	26,469.25
67	LEASE # - 2587884	National Leasing Group Inc	33843	4,715.57
68	LEASE # - 2590518	National Leasing Group Inc	2590518	1,632.19
69	LEASE # - 71671	FORD	1FT8W3BT0DEA71671	38,064.87
70	LEASE # - 71672	FORD	1FT8W3BT2DEA71672	38,064.87
71	LEASE # - 26656	FORD	1FT7W2BT9DEB26656	34,092.41
72	LEASE # - 31855	FORD	1FT7W2BT7DEB31855	34,092.41
73	LEASE # - 20801	FORD	1FTFW1ET4DFD20801	38,017.78
74	LEASE # - 20800	FORD	1FTFW1ET2DFD20800	38,244.29
75	LEASE # - 06140	FORD	1FT8W3BT5EEA06140	45,703.40
76	LEASE # - 18982	FORD	1FT8W3BT3EEA18982	45,703.40
77	LEASE # - 95094	FORD	1FT7W2BTXEEA95094	51,773.87

Schedule 5.8 (b) (ii)
Indebtedness
GASFRAC Energy Services Ltd. Partnership – CDN \$

Item #	Lease Reference	Leasing Company	Serial Number	Outstanding - CDN \$
79	LEASE # - 95096	FORD	1FT7W2BT3EEA95096	51,773.87
80	LEASE # - 95097	FORD	1FT7W2BT5EEA95097	51,773.87
81	LEASE # - 39670	FORD	1FTFW1EF7EFA39670	31,436.98
82	LEASE # - 99495	FORD	1FT7W2BT4EEA99495	47,484.33
83	LEASE # - 99496	FORD	1FT7W2BT6EEA99496	47,484.33
84	LEASE # - 10524	TRICOR	1FT7W2BT9EEB10524	50,440.08
85	LEASE # - 22469	TRICOR	1FTFW1ET9EKD22469	41,195.21
86	LEASE # - 64867	TRICOR	1FTFW1ET0EFA64867	44,193.31
87	LEASE # - 96827	TRICOR	1FTFW1ET5EFA96827	44,817.54
	Total			1,492,260.58

GASFRAC Inc. – US \$

Item #	Lease Reference	Leasing Company	Outstanding - US \$
1	LEASE # - CX04	Satellite	91,440.11
2	LEASE # - MO12	Satellite	20,377.23
3	LEASE # - MO1464	Satellite	19,932.15
	Total		131,749.49

Schedule 5.8 (b) (ii)
Indebtedness

GASFRAC Inc. – US \$

Item #	Lease #	Leasing Company	Serial Number	Outstanding US\$
8	LEASE # - GUW749	ENTERPRISE	1FT8W3BT4BEB49074	5,493.42
9	LEASE # - GUW750	ENTERPRISE	1FT8W3BT2BEB49073	5,494.68
15	LEASE # - GUW297	ENTERPRISE	1FT8W3BT5BED03615	8,895.55
16	LEASE # - GUW298	ENTERPRISE	1FT8W3BT7BED03616	8,979.92
18	LEASE # - GUW300	ENTERPRISE	1FT8W3BT0BED03618	8,980.01
19	LEASE # - GUW301	ENTERPRISE	1FT8W3BT2BED03619	8,980.65
21	LEASE # - GUW303	ENTERPRISE	1FT8W3BT0BED03621	8,979.92
22	LEASE # - GUW306	ENTERPRISE	1FTFW1EF7BFC15421	10,193.46
2	LEASE # - GUW296	ENTERPRISE	1FT8W3BT9BEB58515	4,023.10
25	5112	ENTERPRISE	1FT7W2BT8DEA55112	43,891.84
26	6556	ENTERPRISE	1FMJU1H5XDEF66556	34,562.80
27	8652	ENTERPRISE	1FMJU1J57DEF58652	35,541.86
	Total			184,017.21

GASFRAC US Holdings Inc. – US \$

Lender	Principal Balance	Applicable Interest Rate	Description of Debt
GASFRAC Luxembourg Finance S.a.r.l	US\$ 26,510,846	8.25%	Intercompany Loan between GASFRAC US Holdings Inc. and GASFRAC Luxembourg Finance S.a.r.l. Loan became effective as of August 26, 2011. GASFRAC Energy Services Inc. is the sole shareholder of both lender and borrower.

Schedule 5.8 (b) (ii)
Indebtedness

Other

HSBC Master Card Facility with GASFRAC Energy Services Limited Partnership secured by \$1,500,000 in cash collateral as identified on Permitted Encumbrances Schedule 1.2.

**Schedule 5.8 (d)
Plans**

Carrier	Description	Policy/Group/Customer Number
Great West Life	Medical Dental Life Insurance Optional Life Insurance Optional Spouse and Dependant Life Insurance Accidental Death & Dismemberment Long-term Disability Short-term Disability	Policy # 267686 Optional Life Policy # 274286
Great West Life	Registered Retirement Savings Plan (RRSP) and Deferred Profit Sharing Plan (DPSP)	Policy #65147
Esores Corporation	Health Spending Account	Group #0326
Homewood Human Solutions	Employee Assistance Plan	Customer #2020

Schedule 5.9
Intellectual Property

PATENTS

Patent No.	Description	Country	Issue/Filing/ Application Date	Owner
8,408,289 B2	Liquified Petroleum Gas Fracturing System	United States	April 2, 2013	GASFRAC Energy Services Inc.
200721968 7	Liquified Petroleum Gas Fracturing System	Australia	August 22, 2013	GASFRAC Energy Services Inc.
307739	Liquified Petroleum Gas Fracturing System	Mexico	March 7, 2013	GASFRAC Energy Services Inc.
Application 2,644,027	Liquified Petroleum Gas Fracturing System	Canada	March 2, 2007	GASFRAC Energy Services Inc.
8,276,659	Proppant Addition System and Method	United States	October 2, 2012	GASFRAC Energy Services Inc.
Application # 2649203	Proppant Addition System and Method	Canada	Dec 24, 2008	GASFRAC Energy Services Inc.
8,689,876	Gas Blanket on the Frac Fluid Source (bulklers)	United States	April 8, 2014	GASFRAC Energy Services Inc.
7,341,103	Compositions and Methods for Treating Subterranean Formations with Liquified Petroleum Gas	United States	March 11, 2008	Chevron U.S.A. Inc. has licensed to GASFRAC Energy Services Limited Partnership under an Agreement dated July 25, 2008, as amended
Application 2,557,459	Compositions and Methods for Treating Subterranean Formations with Liquified Petroleum Gas	Canada	August 3, 2010	Chevron U.S.A. Inc. has assigned to GASFRAC Energy Services Limited Partnership under an Agreement

Patent No.	Description	Country	Issue/Filing/ Application Date	Owner
				dated July 25, 2008, as amended
Application 2649197	Level Monitor Discriminating Between Liquid Level and Proppant Level	Canada	Dec 24, 2008	GASFRAC Energy Services Inc.
Application 13/701821	LPG Re-cycling Unit:	United States	June 2, 2010	GASFRAC Energy Services Inc.
Application 13/925739	Frac Fluid with Water Sensitive Gel and Hydrated Breaker	United States	June 24, 2013	GASFRAC Energy Services Inc.
Application 13/057275	Volatile-Phosphorous Free Gelling Agents	United States	Aug 26, 2009	GASFRAC Energy Services Inc.
Application 2645092	Treating Reservoir with Water Transfer System	Canada	Nov 27, 2008	GASFRAC Energy Services Inc.
8025099	Treating Reservoir with Water Transfer System	United States	Sept 27, 2011	GASFRAC Energy Services Inc.
Application 13/822966	Pressure Balancing Proppant Addition	United States	Sept 16, 2011	GASFRAC Energy Services Inc.
Application 13/471279	High Volume Vaporizer	United States	May 14, 2012	GASFRAC Energy Services Inc.
Application 13/894278	Hybrid LPG Frac	United States	May 14, 2013	GASFRAC Energy Services Inc.
Application 14/103622	Proppant Blender	United States	Dec 11, 2013	GASFRAC Energy Services Inc.
Application 2801144	Methods of Fracturing with and processing LPG based treatment fluids	Canada	June 2, 2010	GASFRAC Energy Services Inc.
Application 2764306	Methods of treating a subterranean formation containing hydrocarbons	Canada	Jan 16, 2012	GASFRAC Energy Services Inc.
Application 2776974	Inert gas supply equipment for oil and gas well operations	Canada	May 14, 2012	GASFRAC Energy Services Inc.

Patent No.	Description	Country	Issue/Filing/ Application Date	Owner
Application 2716446	Effective horizontal drilling through a hydrocarbon reservoir	Canada	Oct 1, 2010	GASFRAC Energy Services Inc.
Application 2816025	Hybrid LPG frac	Canada	May 8, 2013	GASFRAC Energy Services Inc.
Application 2807423	Pressure balancing proppant addition method and apparatus	Canada	Sept 16, 2011	GASFRAC Energy Services Inc.
Application 2733253	Volatile-phosphorus free gelling agents	Canada	Aug 26, 2009	GASFRAC Energy Services Inc.
Application 2685298	Breakers for gelled fracturing fluids	Canada	Oct 30, 2009	GASFRAC Energy Services Inc.
Application 2639539	Liquified petroleum gas fracturing methods	Canada	Sept 2, 2008	GASFRAC Energy Services Inc.

TRADEMARKS

Trademark	App Number	Reg: Number	Status	Country	Owner
WATERLESS FRAC	1440848	TMA852885	Registered	Canada	GasFrac Energy Services Inc.

Schedule 5.10
Licences and Permits

NIL

Schedule 5.14
Labor Disputes

NIL

**Schedule 5.24
Equity Interests**

Owner	Name of Credit Party	Place of Incorporation and Operation	Number of Shares/Partnership Interest	Percent Owned
GASFRAC Energy Services Inc.	GASFRAC Luxembourg S.a.r.l.	Luxembourg	265,109	100%
GASFRAC Energy Services Inc.	GASFRAC Services GP Inc.	Canada	1,000	100%
GASFRAC Energy Services Inc.	GASFRAC Energy Services Limited Partnership	Canada	74,001	99.999%
GASFRAC Services GP Inc.	GASFRAC Energy Services Limited Partnership	Canada	1	0.001%
GASFRAC Energy Services Inc.	GASFRAC US Holdings Inc.	USA	3,000	100%
GASFRAC US Holdings Inc.	GASFRAC Inc.	USA	1,000	100%
GASFRAC Inc.	GASFRAC Energy Services (US) Inc.	USA	100	100%

Schedule 5.25
Commercial Tort Claims

NIL

Schedule 5.26
Letter of Credit Rights

NIL

Schedule 5.27
Material Contracts

GASFRAC Energy Services Inc. Ceramic Sand	General Purchase Contract 2010 TBM FTEC Proppant Commitment Contract # GF2010-2015-001 TBM FTEC Amendment #1 TBM FTEC Amendment #2 TBM FTEC Amendment #3
GASFRAC Energy Services Inc. Sand	Supply Agreement – May 30, 2010 Preferred Sands of Wisconsin LLC (Successor- in-Interest to Winn Bay Sand Limited Partnership) First Amendment to Supply Agreement – January 18, 2013 Preferred Sands of Wisconsin LLC (Successor- in-Interest to Winn Bay Sand Limited Partnership)
GASFRAC Energy Services Inc. Customer	Husky Goods and Services Agreement September 26, 2011 #4600014051 Amendment Agreement for Contract #4600014051 May 28, 2013
GASFRAC Inc. Customer	BLACKBRUSH Goods and Services Agreement Draft – June 1, 2014
GASFRAC Energy Services Inc. Facility & Yard Lease Plan 0627207 Block 1, Lot 18 & 19	Bedrock Capital Inc. #30 Burnt Bluff Street Red Deer, Alberta, Canada
GASFRAC Energy Services LP Yard Lease	Roydale Rentals Inc. #60, 37337 Burnt Lake Trail Red Deer County, Alberta, Canada
GASFRAC Energy Services LP, by its general partner, GASFRAC Services GP Inc. Facility & Yard Lease	Les and Tina Derksen Plan 0222313, Block 1, Lot 2 County of Grande Prairie #1, Alberta, Canada

**Schedule 5.27
Material Contracts**

GASFRAC Operating Lease	St. Regis Management 4-Way – Bay A, 4907 1 Ave. Edson, Alberta, Canada
GASFRAC Energy Services LP, by its general partner, GASFRAC Services GP Inc. Yard Lease	309964 Alberta Ltd. Plan 8722703, Block 1, Lot 8 Edson, Alberta, Canada
GASFRAC Energy Services Inc. Head Office Lease	Yale (Headlease) AMEC Building 1900, 801-6 th Ave. SW Calgary, Alberta, Canada
GASFRAC Residential Lease	Eujoo Kim 1801, 910-5 th Ave. SW Calgary, Alberta, Canada
GASFRAC Office Lease	Skyline Executive Suites Suite 1300, 11757 Katy Freeway Texas, USA, 77079
GASFRAC Residential Lease	Balwanthrao Ratnala 22706 Two Rivers Ln, Katy, Texas, USA, 77450
GASFRAC Office Lease	Jane Maxey, Inc. Suite F, 8810 South Yale Avenue Tulsa, Oklahoma, USA, 74137

**Schedule 6.16
Post-Closing Matters**

Delivery	Deadline
Fully executed lender loss payable endorsement satisfactory to Agent regarding the property insurance policy on the Collateral located in the United States.	July 18, 2014
Opinion of Delaware counsel satisfactory to Agent.	July 18, 2014
Evidence satisfactory to Agent that share Certificates 1 and 2 of GASFRAC Energy Services (US) Inc. have been cancelled.	July 18, 2014
Evidence satisfactory to Agent that share Certificate 3 of GASFRAC US Holdings Inc. has been re-certificated and that the original thereof and any necessary assignments separate from certificate have been delivered to Agent.	July 18, 2014
Any and all actions requested by Agent in connection with the perfection and notation of Agent's lien on all U.S. titled vehicles.	Within one Business Day of request therefor
Any and all actions requested by Agent in connection with the perfection and notation of Agent's lien on all U.S. titled vehicles.	Within one Business Day of request therefor
Take such actions as requested by Agent to cause all intellectual property disclosures to be complete and accurate	June 30, 2014

**Schedule 7.3
Guarantees**

NIL

Schedule 7.11

Operating Lease Schedule

Lessor	Description	Monthly Amount	Annual
<u>Canadian Facility Leases</u>			
Bed Rock Capital Inc	Industrial Facility- Red Deer	62,880.23	754,562.76
309964 Alberta	Industrial Land - Edson	2,000.00	24,000.00
Les & Tina Derksen	Industrial Facility - Grande Prairie	6,000.00	72,000.00
Second Real Properties Limited	Office Lease - AMEC Building	48,034.16	576,409.92
Roydale Rentals Inc	Industrial Facility- Red Deer	9,000.00	108,000.00
Eunjoo Kim	Residential Lease- Jim Hill	2,400.00	28,800.00
St.Regis Management	Industrial Facility- Edson	10,551.75	126,621.00
Canadian Chemical Tech (Month to month)	Calgary NE Lab	1,000.00	12,000.00
EJ Cunningham	Sand shed in New Brunswick	1,183.81	14,205.71
<u>US Facility Leases</u>			
Skyline Executive Suites	Houston- 11757 Katy Freeway (Office)	10,477.41	125,728.92
Balwanthrao Ratnala	Katy Texas - Eric Tudor Residential Lease	4,500.00	54,000.00

Schedule 16.19
Canadian Credit Party Disclosure (Anti-Terrorism Laws)

NIL

