

APPENDIX B

DICKINSON WRIGHT LLP

199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT POSTAL STATION
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
FACSIMILE: (416) 865-1398
<http://www.dickinsonwright.com>

LISA S. CORNE
LCorne@dickinsonwright.com
(416) 646-4608

January 13, 2015

VIA FACSIMILE 403-269-3722

GASFRAC Energy Services (US) Inc.
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

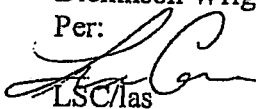
We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,
Dickinson Wright LLP

Per:



LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

**Subsection 244(1) of the
*Bankruptcy and Insolvency Act (Canada)***

Form 86

TO: **GASFRAC Energy Services (US) Inc., an insolvent person**
 c/o Lori McLeod-Hill, CA
 Chief Financial Officer of GASFRAC Energy Services Inc.
 1900 801-6th Ave. SW
 Calgary, AB T2P 3W2

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of GASFRAC Energy Services (US) Inc., including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.
2. The security that is to be enforced is in the form of the Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (hereinafter referred to collectively as the "Security").
3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario M5L 1G4

Per: 

Lisa S. Corne

DICKINSON WRIGHT LLP

199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT POSTAL STATION
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
FACSIMILE: (416) 865-1398
<http://www.dickinsonwright.com>

LISA S. CORNE
LCorne@dickinsonwright.com
(416) 646-4608

January 13, 2015

VIA FACSIMILE 403-269-3722

GASFRAC US Holdings Inc.
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

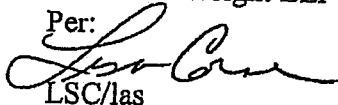
We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,
Dickinson Wright LLP

Per:



LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

**Subsection 244(1) of the
*Bankruptcy and Insolvency Act (Canada)***

Form 86

**TO: GASFRAC US Holdings Inc., an insolvent person
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900 801-6th Ave. SW
Calgary, AB T2P 3W2**

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent on behalf of the Lenders ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of GASFRAC US Holdings Inc., including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.
2. The security that is to be enforced is in the form of the following (hereinafter referred to collectively as the "Security"):
 - (a) Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc.; and

- (b) Pledge Agreement dated June 19, 2014 among GASFRAC Inc. and GASFRAC US Holdings Inc. and PNC.
3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario M5L 1G4

Per 

Lisa S. Come

January 13, 2015

VIA FACSIMILE 403-269-3722

GASFRAC Services GP Inc.
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,

Dickinson Wright LLP

Per:



LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

Subsection 244(1) of the
Bankruptcy and Insolvency Act (Canada)

Form 86

TO: GASFRAC Services GP Inc., an insolvent person
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900 801-6th Ave. SW
Calgary, AB T2P 3W2

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of GASFRAC Services GP Inc., including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.

2. The security that is to be enforced is in the form of the following (hereinafter referred to collectively as the "Security"):

- (a) Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc.; and
- (b) Securities Pledge dated as of June 19, 2014, among GASFRAC Energy Services Inc., GASFRAC Services GP Inc. and PNC.

3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

**PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario M5L 1G4**

Per: 

Lisa S. Corne

DICKINSON WRIGHT LLP

199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT POSTAL STATION
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
FACSIMILE: (416) 865-1398
<http://www.dickinsonwright.com>

LISA S. CORNE
LCorne@dickinsonwright.com
(416) 646-4608

January 13, 2015

VIA FACSIMILE 403-269-3722

Lori McLeod-Hill, CA
Chief Financial Officer
GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

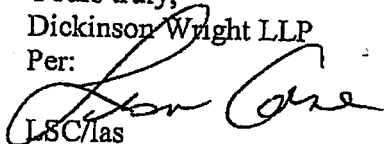
We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,
Dickinson Wright LLP

Per:


LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

Subsection 244(1) of the
Bankruptcy and Insolvency Act (Canada)

Form 86

TO: GASFRAC Energy Services Inc., an insolvent person
c/o Lori McLeod-Hill, CA
Chief Financial Officer
1900 801-6th Ave. SW
Calgary, AB T2P 3W2

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of GASFRAC Energy Services Inc., including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.

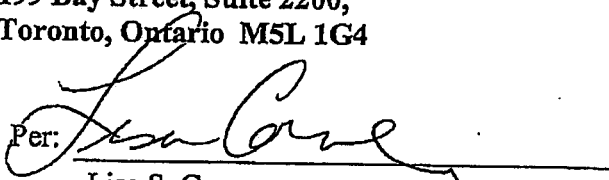
2. The security that is to be enforced is in the form of the following (hereinafter referred to collectively as the "Security"):
 - (a) Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc.;
 - (b) Securities Pledge dated as of June 19, 2014, among GASFRAC Energy Services Inc., GASFRAC Services GP Inc. and PNC; and

(c) Patent and Trademark Security Agreement dated as of June 19, 2014 between GASFRAC Energy Services Inc. and PNC.

3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario M5L 1G4

Per: 

Lisa S. Corne

January 13, 2015

VIA FACSIMILE 403-269-3722

GASFRAC Inc.
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

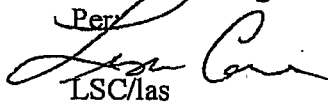
We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,
Dickinson Wright LLP

Per:



LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

Subsection 244(1) of the
Bankruptcy and Insolvency Act (Canada)

Form 86

TO: GASFRAC Inc., an insolvent person
 c/o Lori McLeod-Hill, CA
 Chief Financial Officer of GASFRAC Energy Services Inc.
 1900 801-6th Ave. SW
 Calgary, AB T2P 3W2

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

All present and future property, assets and undertaking of GASFRAC Inc., including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.

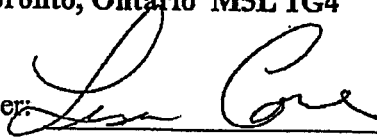
2. The security that is to be enforced is in the form of the following (hereinafter referred to collectively as the "Security"):

- (a) Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc.; and
- (b) Pledge Agreement dated June 19, 2014 among GASFRAC Inc. and GASFRAC US Holdings Inc. and PNC.

3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario M5L 1G4

Per: 

Lisa S. Corne

January 13, 2015

VIA FACSIMILE 403-269-3722

GASFRAC Energy Services Limited Partnership
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900, 801-6th Avenue SW
Calgary, Alberta T2P 3W2

Re: PNC Bank Canada Branch/GASFRAC

Dear Ms. McLeod-Hill:

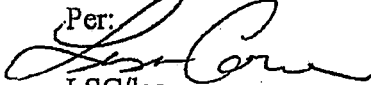
We act as solicitors for PNC Bank Canada Branch ("PNC") in its capacity as agent for the financial institutions which are parties (the "Lenders") to the Revolving Credit and Security Agreement dated June 19, 2014 (the "Agreement") among PNC, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, and GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (collectively, the "Credit Parties").

Pursuant to the Agreement, the Credit Parties are indebted to the Lenders in the principal amount of CAN \$33,205,015.69 as of January 13, 2015, plus accrued interest thereon.

We enclose a copy of a Notice of Intention to Enforce Security delivered pursuant to Section 244 of the Bankruptcy and Insolvency Act.

Yours truly,
Dickinson Wright LLP

Per:



LSC/las

Enclosure

cc: Warren B. Nishimura

NOTICE OF INTENTION TO ENFORCE A SECURITY

**Subsection 244(1) of the
*Bankruptcy and Insolvency Act (Canada)***

Form 86

TO: **GASFRAC Energy Services Limited Partnership, an insolvent person
c/o Lori McLeod-Hill, CA
Chief Financial Officer of GASFRAC Energy Services Inc.
1900 801-6th Ave. SW
Calgary, AB T2P 3W2**

TAKE NOTICE THAT:

1. PNC Bank Canada Branch, as agent ("PNC"), a secured creditor, intends to enforce its security on the insolvent person's property described below:

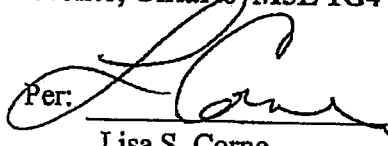
All present and future property, assets and undertaking of GASFRAC Energy Services Limited Partnership, including without limitation, all accounts, books and records, chattel paper, documents of title, equipment, goods, instruments, intangibles (including intellectual property rights, contracts and permits), inventory, money, securities, contracts, licenses and agreements and proceeds thereof, as more fully described in the security agreements set out below.

2. The security that is to be enforced is in the form of the Revolving Credit and Security Agreement dated as of June 19, 2014 among PNC, as Agent, GASFRAC Energy Services Inc., GASFRAC Energy Services Limited Partnership, GASFRAC Inc., GASFRAC Services GP Inc., GASFRAC US Holdings Inc. and GASFRAC Energy Services (US) Inc. (hereinafter referred to collectively as the "Security").
3. The total amount of indebtedness secured by the Security is the principal amount of CAN\$33,205,015.69 as of January 13, 2015, plus all unpaid and accrued interest thereon.

4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario, this 13th day of January, 2015.

PNC BANK CANADA BRANCH, in its
capacity as Agent, by its Solicitors,
DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200,
Toronto, Ontario, M5L 1G4

Per: 
Lisa S. Corne