

COURT FILE NUMBER 1501-00396
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary

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

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

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

DOCUMENT **AFFIDAVIT**

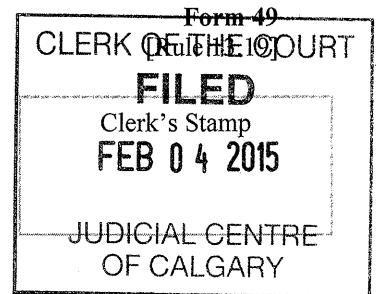
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File No. 441817-000015

AFFIDAVIT OF LORI MCLEOD-HILL

Sworn on February 2, 2015

I, Lori McLeod-Hill, of the City of Calgary, in the Province of Alberta, chartered accountant, SWEAR AND SAY THAT:

1. I am the Chief Financial Officer of GASFRAC Energy Services Inc. ("GESI"), which is the 100% parent company of GASFRAC Services GP Inc. ("GSGP"), GASFRAC US Holdings Inc. ("Holdings") and the 99.99865% owner of GASFRAC Energy Services Limited Partnership ("GES LP") (GSGP owns the remaining 0.00135% or one unit of GES LP). Holdings is in turn the 100% owner of GASFRAC Inc. ("GI") and GASFRAC Energy Services (US) Inc. ("GESI



US"). GESI, GSGP, GESI US, Holdings, GI, and GES LP are sometimes hereinafter referred to collectively as the "**Company**".

2. As a result of the foregoing, I have personal knowledge of the facts and matters deposed to herein except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.
3. I make this affidavit in support of the application by the Company to include FMC Technologies Inc. ("**FMC**") under the Critical Suppliers' Charge and to authorize payment of a pre-filing obligation to FMC.

Critical Supplier

4. FMC is the Company's manufacturer and supplier of replacement parts kits for certain equipment necessary to complete operations in the field. In particular, FMC is the original equipment manufacturer and supplier of replacement parts kits for swivels, plug valves, check valves and pressure safety valves used by the Company in fracking operations.
5. The Company requires new replacement parts kits in early February to fulfill contract obligations with Harding & Shelton Exploration and Chesapeake Energy. Without these parts, the Company would not be in a position to complete these contracts.
6. I am advised by Doug McMillan, the Company's Senior VP Operations, and do verily believe that last week, FMC indicated that it would not supply any additional parts to the Company unless the outstanding amount of \$29,192.95 USD is paid. This amount represents a pre-filing debt owed by the Company to FMC.
7. I am advised by Mr. McMillan and do verily believe that as a result of the position taken by FMC, third party suppliers were contacted to determine if the parts that would have otherwise been supplied by FMC, could be obtained from an alternate source. One third party supplier indicated that it would likely be able to obtain the parts but would take several weeks to do so. The other supplier contacted by the Company indicated it was simply unable to supply the parts needed.
8. If the Company is unable to obtain the requisite parts in a timely manner, it will experience delays in completing contracts and therefore delays in collecting its accounts receivables. This would cause significant harm to the Company in view of its financial circumstances and cash flow

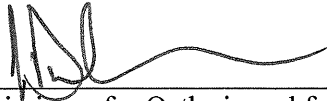
forecasts and could impact the Company's ability to complete the sale and investment solicitation process approved by the Court on January 23, 2015.

9. On January 30, 2015, I contacted the Monitor as it became apparent that the Company could not obtain the necessary parts in time unless it paid the pre-filing obligations owed to FMC. I spoke with Neil Narfason of the Monitor's office, who advised that he thought it was prudent and in the best interests of the Company to pay FMC the pre-filing obligations.
10. I understand from Mr. Narfason that approval from the Court is necessary to pay pre-filing obligations. Unfortunately, the Company was required to pay FMC the pre-filing obligation on January 30, 2015 in order to obtain the parts on time and maintain its contract completion schedule. I advised Mr. Narfason of this issue and he indicated the Monitor supported such payment to ensure the Company's operations and cash flow forecasts were not negatively impacted by delays.
11. As a result, the Company paid the amount of \$29,192.95 to FMC at the end of day on January 30, 2015.

Relief Requested

12. I make this Affidavit in support of an order authorizing payment of \$29,192.95 USD to FMC and deeming FMC a 'Critical Supplier' entitled to the benefit of the Critical Suppliers' Charge as outlined in the Initial Order.

SWORN BEFORE ME at Calgary, Alberta,
this 2nd day of February, 2015.



Commissioner for Oaths in and for the
Province of Alberta

JESSICA DUHN
BARRISTER & SOLICITOR



LORI MCLEOD-HILL