**Form 27**
[Rules 6.3 and 10.52(1)]

CLERK OF THE COURT
FILED
Clerk's Stamp
MAR 10 2015
JUDICIAL CENTRE
OF CALGARY

| | |
|---|---|
| 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**<br>**AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9**<br>**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 | **APPLICATION: Stay Extension, Approval of Claims Procedure, and Approval of Sale & Vesting Order** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Josef G.A. Krüger, Q.C./Robyn Gurofsky<br>Borden Ladner Gervais LLP<br>1900, 520 3rd Ave. S.W.<br>Calgary, AB T2P 0R3<br>Telephone: (403) 232-9774<br>Facsimile: (403) 266-1395<br>Email: JKruger@blg.com/RGurofsky@blg.com<br>File No. 441817-000015 |

**NOTICE TO RESPONDENTS: See Service List, Schedule "A" to this Application**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the application is heard as shown below:

| | |
|---|---|
| Date | Monday March 16, 2015 |
| Time | 10:30 a.m. |
| Where | Calgary Courts Centre, 601-5th Street S.W., Calgary, AB |
| Before Whom | The Honourable Justice K.M. Eidsvik |

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. The Applicants seek an Order for the following relief:

   (a) Deeming service of this Application together with all supporting materials to be good and sufficient, and abridging the time for service of said documents, if necessary;

   (b) Extending the stay of proceedings in this matter until and including May 14, 2015;

   (c) Approving and authorizing a claims procedure in respect of the creditors of the Company (the "**Claims Procedure**"), in substantially the same form as attached hereto as **Schedule "B"**;

   (d) Approving and authorizing the sale of substantially all of the Applicant's assets pursuant to the Asset Purchase and Sale Agreement ("**APSA**"), a copy of which is attached to the Confidential Affidavit of Lori McLeod-Hill, sworn on March 10, 2015 (the "**Confidential Affidavit**");

   (e) Approving a sale and vesting order with respect to the APSA (the "**Sale & Vesting Order**"), in substantially the same form as attached hereto as **Schedule "C"**; and

   (f) Sealing the Confidential Affidavit and the Confidential Supplement to the Monitor's Third Report (the "**Confidential Report**"), including all exhibits, schedules and attachments thereto.

2. Such further and other relief as Counsel may advise and this Honourable Court permit.

**Grounds for making this application:**

3. The applicants, GASFRAC Energy Services Inc. ("**GESI**"), GASFRAC Services GP Inc. ("**GSGP**") for itself and in its capacity as general partner of GASFRAC Energy Services Limited Partnership ("**GES LP**"), GASFRAC Energy Services (US) Inc. ("**GESI US**"), GASFRAC US Holdings Inc. ("**Holdings**") and GASFRAC Inc. ("**GI**") (GESI, GSGP, GES LP, GESI US, Holdings and GI are sometimes collectively referred to herein as the "**Applicants**" or the "**Company**"), obtained an Initial Order granted by the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta on January 15, 2015, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

4. The Initial Order provided for a stay of proceedings until and including February 9, 2015. The stay of proceedings was extended by this Honourable Court until and including March 18, 2015.

5. Since the granting of the Initial Order, the Applicants have been working diligently and in good faith with the court-appointed financial advisor, CIBC World Markets Inc. ("**CIBC**"), legal

advisors, and with Ernst & Young Inc. in its capacity as the court-appointed Monitor of the Applicants (the "**Monitor**") to review its options with respect to restructuring the Company's business and maximizing value for its stakeholders and creditors.

6. On January 23, 2015, the Applicants obtained Court approval to engage in an extensive sales and solicitation process ("**SISP**") through CIBC, with the assistance of the Monitor, to market the business and operations of the Applicants. The deadline for the receipt of bids was February 24, 2015 (the "**Bid Deadline**").

7. Through the SISP, the Applicants received several bids by the Bid Deadline. The most favourable bid received is put forward by the Applicants for approval by the Court, the proceeds of which will result in full payment to the Applicants' first secured creditor, together with payments to other creditors of the Applicants.

8. The Company and the successful bidder have entered into the APSA, which contemplates a sale of substantially all of the Company's assets to the Purchaser (as defined in the APSA). The projected closing date of the transaction contemplated in the APSA is April 3, 2015.

9. The Company and the Monitor believe that the transaction contemplated by the APSA is in the best interests of the Company, its creditors and other stakeholders.

10. In anticipation of the closing of the APSA, it will be necessary for the Company and the Monitor to have a definitive understanding of the totality of the claims against the Company to ensure a fair and proper distribution to the Company's creditors.

11. The Claims Procedure will provide the Company and the Monitor with the necessary structure and process for the assessment and determination of the validity, nature and amount of the claims of creditors against certain of the Company's entities.

12. Further, in the event the Company proceeds with a plan of arrangement the Claims Procedure is necessary to properly tabulate the votes of creditors.

13. The Company has worked closely with the Monitor to establish claims procedures in Canada and the United States.

14. A further extension of the stay of proceedings is required to enable the Company to close the transaction contemplated by the APSA, address any further adjustments arising subsequent to the closing, and to allow the Company and the Monitor to run the Claims Procedure.

15. The Company in consultation with the Monitor and its legal counsel, is also assessing its options with respect to the presentation of a plan of compromise or arrangement to its creditors whose claims are not anticipated to be paid in full from the proceeds of a sale. An extension of the stay proceeding would allow the Company time to properly assess all options available in respect of a plan.

16. The Company has acted and continues to act in good faith and with due diligence in the within CCAA proceedings.

17. The Confidential Affidavit and the Confidential Report contain commercially sensitive information of the Applicants, that if disseminated could adversely affect the Company's operations and the SISP.

18. The Sealing Order sought is the least restrictive and prejudicial alternative to prevent dissemination of the Applicants' commercially sensitive information.

19. It is fair and just in the circumstances to restrict public access to the Confidential Affidavit.

20. The provisions of the CCAA and the equitable jurisdiction of this Honourable Court are applicable to and provide the basis for the relief sought by the Applicants.

21. Such further and other basis as Counsel may advise and this Honourable Court may permit.

**Material or evidence to be relied on:**

22. The Affidavit of Lori McLeod-Hill, sworn March 9, 2015;

23. The Confidential Affidavit of Lori McLeod-Hill, sworn March 10, 2015;

24. The Third Report of the Monitor, filed herein;

25. The Confidential Supplement to the Third Report of the Monitor, to be filed; and

26. Such further and other material as counsel may advise and this Honourable Court permit.

**Applicable rules:**

27. Alberta *Rules of Court*, AR 124/2010.

**Applicable Acts and regulations:**

28. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

29. *Judicature Act*, R.S.A. 2000, c. J-2; and

30. Such further and other acts and regulations as Counsel may advise and this Honourable Court permit.

**Any irregularity complained of or objection relied on:**

31. None.

**How the application is proposed to be heard or considered:**

32. In person, before the Honourable Madam Justice K.M. Eidsvik, on affidavit evidence with some or all of the parties present.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

## SCHEDULE "A"

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

| **GASFRAC SERVICE LIST** | | | |
|---|---|---|---|
| **FIRM** | **EMAIL** | **PHONE** | |
| Bennett Jones LLP<br>4500, 855-2 Street SW<br>Calgary, AB T2P 4K7<br>**Chris Simard**<br>**Kenneth Lenz** | simardc@bennettjones.com<br>LenzK@bennettjones.com | 403-298-4485<br><br>403-298-3317 | **Counsel for Calfrac** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Patrick T. McCarthy, Q.C.** | pmccarthy@blg.com | 403-232-9441 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Josef G.A. Krüger, Q.C.** | jkruger@blg.com | 403-232-9563 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Robyn Gurofsky** | rgurofsky@blg.com | 403-232-9774 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Matti Lemmens** | mlemmens@blg.com | 403-232-9511 | **Counsel for Debtor – Canada** |

| | | | |
|---|---|---|---|
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Jessica Duhn** | jduhn@blg.com | 403-232-9715 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Dan Sears** | dsears@blg.com | 403-232-9529 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Michael Perkins** | mperkins@blg.com | 403-232-9410 | **Counsel for Debtor – Canada** |
| CIBC World Markets<br>9th Floor, Bankers Hall East<br>855-2 Street SW<br>Calgary, AB T2P 4J7<br>**Chris Folan** | Chris.folan@cibc.com | 403-260-0500 | **CIBC** |
| CIBC World Markets<br>161 Bay Street<br>Toronto, Ontario M5J 2S8<br>**Chris Hind** | Chris.Hind@cibc.ca | 416-594-7000 | **CIBC** |
| CIBC World Capital Markets Inc.<br>161 Bay Street 6th Floor,<br>Toronto ON M5J 2S8<br>**Ashwin Pamidi** | Ashwin.Pamidi@cibc.com | 416-594-8085 | **CIBC** |
| Court & Company,<br>Barristers and Solicitors<br>#112, 80 Chippewa Road<br>Sherwood Park, AB<br>T8A-4W6<br>**Dave Stults** | d.stults@courtandcompany.com | 780-417-2333 | **Counsel for TBM Group of Companies** |
| Cox Smith<br>112 E. Pecan Street, Suite 1800<br>San Antonio, Texas 78205<br>**Deborah Williamson** | dwilliamson@coxsmith.com | 210-554-575 | **Counsel for PNC** |

| | | | |
|---|---|---|---|
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**John D. Leslie** | JLeslie@dickinson-wright.com | 416-646-3801 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Lisa S. Corne** | LCorne@dickinson-wright.com | 416-646-4608 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Allison R. Bach** | abach@dickinson-wright.com | 313-223-3604 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Steven G. Howell** | showell@dickinson-wright.com | 313-223-3033 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Theodore B. Sylwestrzak** | tsylwestrzak@dickinson-wright.com | 313-223-3036 | **Counsel for PNC** |
| Enquest Capital Corp.<br>310, Bow Valley Square IV<br>250 – 6th Ave SW<br>Calgary, AB T2P 3H7<br>**Mark Williamson** | mwilliamson@enquest.ca | 403-537-5050 | |
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Neil Narfason** | Neil.narfason@ca.ey.com | 403-206-5067 | **Monitor Representatives** |
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Cassie Riglin** | Cassie.Riglin@ca.ey.com | 403-206-5116 | **Monitor Representatives** |

| | | | |
|---|---|---|---|
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Nick Purich** | Nick.pb.purich@ca.ey.com | 403-206-5170 | **Monitor Representatives** |
| First Asset Investment Management Inc.<br>95 Wellington Ave West, Ste. 1400<br>Toronto ON M5J 2N7<br>**Lee Goldman**<br>**Craig Allardyce** | lgoldman@firstasset.com<br>callardyce@firstasset.com | 416-640-5566 | **Trustee and Investment Fund Manager to a number of Investment Funds** |
| Fulbright & Jaworski LLP<br>300 Convent Street, Suite 2100<br>San Antonio, TX 78205-3792<br>**Steve A. Peirce** | Steve.peirce@nortonrosefulbright.com | 210-270-7179 | **Counsel for the Monitor** |
| Fulbright & Jaworski LLP<br>2200 Rose Avenue, Suite 2800<br>Dallas, TX 75201-2784<br>**Louis R. Strubeck Jr.** | Louis.strubeck@nortonrosefulbright.com | 214-855-8040 | **Counsel for the Monitor** |
| Fulbright & Jaworski LLP<br>2200 Rose Avenue, Suite 2800<br>Dallas, TX 75201-2784<br>**Tim Springer** | Tim.springer@nortonrosefulbright.com | 214-855-8094 | **Counsel for the Monitor** |
| GasFrac Energy Services Inc.<br>1900, 801 – 6 Ave SW<br>Calgary, AB T2P 3W2<br>**Lori McLeod-Hill** | Lori.mcleod-hill@gasfrac.com | 403-237-6077 | **Debtor CFO** |
| Langlois Kronstrom Desjardins LLP<br>1002 Sherbrooke Street W.<br>28th Floor<br>Montreal, Qubec H3A 3L6<br>**Gerry Apostolatos**<br>**Jessica Syms** | Gerry.apostolatos@lkd.ca<br>Jessica.syms@lkd.ca | 514-282-7831<br>514-282-7802 | **Egon Zehnder International Inc.** |
| MLT Lawyers<br>1600 Centennial Place<br>520 3rd Avenue SW<br>Calgary AB T2P 0R3<br>**Dean Hutchison** | DHutchison@mlt.com | 403-693-4300 | **Counsel for CIBC World Markets Inc. (Financial Advisor)** |

| | | | |
|---|---|---|---|
| Miller Thomson LLP<br>5800, 40 King Street W.<br>Toronto, ON M5H 3S1<br>**Jeffrey Carhart** | jcarhart@millerthomson.com | 416-595-8615 | **Canadian Counsel for Preferred Pipeline LLC** |
| Miller Thomson LLP<br>3000, 700-9 Avenue SW<br>Calgary, AB T2P 3V4<br>**Nichole Taylor-Smith** | ntaylorsmith@millerthomson.com | 403-298-2401 | **Canadian Counsel for Preferred Pipeline LLC** |
| National Leasing Group Inc.<br>1525 Buffalo Place<br>Winnipeg, MB R3T 1L9 | customerservice@nationalleasing.com | 204- 954-9000 | **Secured Party** |
| Norton Rose Fulbright LLP<br>3700, 400-3 Avenue SW<br>Calgary, AB T2P 4H2<br>**Howard A. Gorman** | Howard.gorman@nortonrosefulbright.com | 403-267-8144 | **Counsel for the Monitor** |
| Osler Hoskin LLP<br>TransCanada Tower<br>450 - 1st St. S.W., Suite 2500<br>Calgary Alberta T2P 5H1<br>**A. Robert Anderson, Q.C.** | randerson@osler.com | 403-260-7004 | **Solicitor for PNC** |
| Osler Hoskin LLP<br>TransCanada Tower<br>450 - 1st St. S.W., Suite 2500<br>Calgary Alberta T2P 5H1<br>**Lily Anne Wroblewski** | lwroblewski@osler.com | 403-260-7037 | **Solicitor for PNC** |
| PNC<br>**Mark Gittelman** | Mark.gittelman@pnc.com | | **PNC Business** |
| Pepper Hamilton LLP<br>3000 Two Logan Square<br>Philadelphia, PA 19103-2799<br>**Frances J. Lawall** | lawallf@pepperlaw.com | 215-981-4481 | **US Attorneys for Preferred Pipeline LLC** |
| Pepper Hamilton LLP<br>5100, 1313 N. Market Street<br>Wilmington, DE 19899-1709<br>**John H. Schanne, II** | schannej@pepperlaw.com | 302-777-6502 | **US Attorneys for Preferred Pipeline LLC** |

| | | | |
|---|---|---|---|
| Preferred Pipeline LLC<br>101, 100 Matsonford Road<br>Radnor, PA 19087<br>**Matthew Epps** | mepps@preferred.com | 484-684-1256 | **Preferred Pipeline LLC** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**Casey William Doherty, Jr.** | cdoherty@velaw.com | 713-758-3215 | **Attorneys for Debtor - US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**Harry A. Perrin** | hperrin@velaw.com | 713-758-2548 | **Attorneys for Debtor - US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**John E. West** | jwest@velaw.com | 713-758-4534 | **Attorneys for Debtor – US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>Trammell Crow Center<br>2001 Ross Avenue<br>Suite 3700<br>Dallas, TX 75201-2975<br>**L. Prentiss Cutshaw** | pcutshaw@velaw.com | 214-220-7826 | **Attorneys for Debtor-US** |
| **Garry M. Boris**<br>Barrister & Solicitor<br>202, 4921 – 49 Street<br>Red Deer, AB T4N 1V2 | gborislaw@gmail.com | 403-340-2222 | **Counsel for Bedrock Capital Inc.** |
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Anne DeWaele** | Anne.dewaele@computershare.com | 403-267-6387 | |
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Kristine Calesso** | Kristine.calesso@computershare.com | 403-267-6372 | |

| | | | |
|---|---|---|---|
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Nadia Mohamed** | Nadia.mohamed@computershare.com | 403-267-6509 | |
| Lewis, Roca, Rothgerber<br>1200 Seventeenth Street<br>Suite 3000<br>Denver, Colorado 80202<br>**Brent R. Cohen** | bcohen@rothgerber.com | 303-628-9521 | **Counsel for Calfrac** |
| Emkay Canada Leasing Corp.<br>212 Meridian Road NE<br>Calgary, AB T2A 2N6 | | | **Secured Party** |
| Ford Credit Canada Leasing, A Division of Canadian Road Leasing Company<br>PO Box 2400<br>Edmonton, AB T5J 5C7 | | | **Secured Party** |
| HSBC Bank Canada<br>407 8th Avenue SW<br>Calgary, AB T2P 1E5 | | | **Secured Party** |
| Tricor And Finance Corp.<br>PO Box 397<br>Burlington, ON L7R 3Y3 | | | **Secured Party** |
| Cam Clark Ford Sales<br>1001 Highland Park Blvd. NE<br>Airdrie, AB T4A 0R2 | | | **Secured Party** |

SCHEDULE "B"

| | | |
|---|---|---|
| COURT FILE NUMBER | **1501-00396** | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | Calgary | |
| APPLICANTS | **IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* RSC 1985, c C-36, AS AMENDED**<br><br>**AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9**<br><br>**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 | **CLAIMS PROCESS ORDER** | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Josef G.A. Kruger/Robyn Gurofsky<br>Borden Ladner Gervais LLP<br>1900, 520 3rd Ave. S.W.<br>Calgary, AB T2P 0R3<br>Telephone: (403) 232-9774<br>Facsimile: (403) 266-1395<br>Email:<br>JKruger@blg.com/RGurofsky@blg.com<br>File No. 441817-000015 | |

**DATE ON WHICH ORDER WAS PRONOUNCED: March 16, 2015**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

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

**UPON** the application of GASFRAC ENERGY SERVICES INC. ("**GESI**"), GASFRAC SERVICES GP INC. ("**GSGP**") for itself and in its capacity as general partner of GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP ("**GES LP**"), GASFRAC ENERGY SERVICES (US) INC. ("**GESI US**"), GASFRAC US HOLDINGS INC. ("**Holdings**") and GASFRAC INC. ("**GI**") (GESI, GSGP and GES LP, are sometimes collectively referred to herein as the "**Applicants**") for an order approving a claims process (the "**Claims Process**") outlined in Schedule "A" hereto and bar date for Creditors of GESI, GSGP and GES LP, and for the Court's leave and direction to commence a separate claims process for

GESI US, Holdings and GI (the "**Application**"); **AND UPON** having read the Affidavit of Lori McLeod Hill sworn March 9, 2015; **AND UPON** having read the Third Report of Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of the Applicants dated ______; **AND UPON** having read the pleadings and proceedings had and taken in this Action; **AND UPON** hearing counsel for the Applicants and any other interested party appearing at the Application;

IT IS HEREBY ORDERED THAT:

**CAPITALIZED TERMS**

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Claims Process;

**SERVICE**

2. Service of the Application and supporting materials is hereby declared to be good and sufficient and the Application is properly returnable today. Further service of the Application other than to those listed on the Service List is hereby disposed with.

## SEPARATE CLAIMS PROCESS FOR CREDITORS OF U.S. APPLICANTS

3. This Order establishes the Claims Process only for GESI, GSGP and GES LP. GESI US, Holdings and GI (together, the "U.S. Applicants") shall establish a claims process for the U.S. Applicants in accordance with the protocol and procedures appropriate to like processes in the United States.

## APPROVAL OF CLAIMS PROCESS

4. The Claims Process as set forth in the attached Schedule "A" for determining claims of creditors is hereby approved, and the Applicants, in consultation with the Monitor, are authorized and directed to implement the Claims Process.

5. The following forms, together with any necessary non-substantive amendments are hereby approved: Notice to Creditors [Negative Claims Process] (Schedule "B"), Notice to Creditors [Standard Claims Process] (Schedule "C"), Proof of Claim (Schedule "D"), Notice of Revision or Disallowance (Schedule "E"), Notice of Dispute (Schedule "F") and Newspaper Notice (Schedule "G").

## CLAIMS BAR

6. Any Creditor who has received a Notice to Creditors in the Standard Claims Process who fails to deliver a Proof of Claim in respect of a Pre-Filing Claim or a Subsequent Claim as the case may be, in accordance with this Order and the Claims Process on or before the Claims Bar Date or Subsequent Claims Bar Date, shall:

   (a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing Claim) against GESI, GSGP or GES LP and such Pre-Filing Claim shall be forever extinguished; and

   (b) not be entitled to receive further notice in these proceedings.

7. Any Creditor who has received a Notice to Creditors in the Negative Claims Process who fails to deliver a Proof of Claim by the Claims Bar Date or Subsequent Claims Bar Date, as applicable, containing an alternate assessment of the classification and/or quantum of its Claim in the Notice to Creditors shall be forever barred, estopped and enjoined from amending or otherwise putting forward an alternate Claim and the Claim as set out in the Notice to Creditors shall be a Proven Claim.

## NOTICE SUFFICIENT

8. The publication of the Newspaper Notice, the posting of the Claims Package and this Claims Process Order on the Website, and the mailing to the Creditors of the Claims Package in accordance with the Claims Process and the requirements of this Order shall constitute good and sufficient service and delivery of (i) notice of this Order, (ii) the Claims Bar Date and (iii) the Subsequent Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert Pre-Filing Claims or Subsequent Claims and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

## FILING OF PROOFS OF CLAIM

9. A Proof of Claim shall be deemed filed in a timely manner only if delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission so as to actually be received by the Monitor and the Applicants on or before the applicable Bar Date.

## NOTICE OF TRANSFEREES

10. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim transfers or assigns that Pre-Filing Claim or Subsequent Claim to another Person, neither the Applicants nor the Monitor shall be required to give notice to or otherwise deal with the transferee or assignee of the Pre-Filing Claim or Subsequent Claim as the holder of such Pre-Filing Claim or Subsequent Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Applicants and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Filing Claim or Subsequent Claim and shall be bound by notices given and steps taken in respect of such Pre-Filing Claim or Subsequent Claim in accordance with the provisions of this Order.

## NOTICES AND COMMUNICATION

11. Except as otherwise provided herein, the Applicants and the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditors or Persons at the address last shown on the books and records of the Applicants and that any such service or notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada and the tenth Business Day after mailing internationally.

12. Any notice or other communication to be given under this Order by a Creditor to the Monitor or the Applicants shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF), personal delivery or facsimile transmission addressed to:

**To the Monitor:**
Ernst & Young Inc., the Court appointed Monitor of GASFRAC
Attn: Jessica Caden
1000, 440 – 2nd Avenue SW
Calgary, AB T2P 5E9
Email: Jessica.caden@ca.ey.com
Telephone: (403) 206-5153
Fax: (403) 206-5075

**To the Applicants:**
Borden Ladner Gervais LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3
Attn: Robyn Gurofsky
Email: RGurofsky@blg.com
Telephone: (403) 232-9774
Fax: (403) 266-1395

13. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

14. In the event of any strike, lockout or other event which interrupts postal service in any part of Canada, all notices and communication during such interruption may only be delivered by personal delivery, courier, email or facsimile and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

## AID AND ASSISTANCE OF OTHER COURTS

15. This Court hereby requests the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulator or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any provinces or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

## GENERAL

16. The Applicants, with the consent of the Monitor, are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed and may, if they are satisfied that a Pre-Filing Claim or Subsequent Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.

17. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of the Claims Process, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Order.

18. References in this Order to the singular shall include the plural, references to the plural shall include the singular and references to any gender shall include the other gender.

19. Notwithstanding the terms of this Order, the Applicants may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace the Claims Process or this Order.

________________________________________

Justice of the Court of Queen's Bench of Alberta

## SCHEDULE "A"

## CLAIMS PROCESS

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(l) **"Creditor"** means any Person asserting a Pre-Filing Claim or Subsequent Claim;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## NOTICE OF CLAIMS PROCESS

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

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

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

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

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

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

## FILING OF PROOFS OF CLAIM (STANDARD CLAIMS PROCESS)

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

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

## FILING OF PROOFS OF CLAIM (NEGATIVE CLAIMS PROCESS)

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

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

## DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

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

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

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

## NOTICE OF REVISION OR DISALLOWANCE

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

## NOTICE OF DISPUTE

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

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

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

## RESOLUTION OF CLAIMS AND SUBSEQUENT CLAIMS

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

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

______________________________

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

## SCHEDULE "B"

## NOTICE TO CREDITORS OF [GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., or GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP]

### TO: [NAME]

On January 15, 2015, GASFRAC Energy Services Inc. ("**GESI**"), GASFRAC Services GP Inc. ("**GSGP**"), and GASFRAC Energy Services Limited Partnership ("**GES LP**") applied for and received protection from their creditors by order of the Court of Queen's Bench of Alberta (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Ernst & Young Inc. was appointed Monitor of GESI, Gasfrac GP and Gasfrac LP (together, sometimes referred to as "**GASFRAC**"). There is currently no proposed plan under the CCAA although there is a contemplated distribution. GASFRAC continues to assess its options in respect of a plan.

On [March 16, 2015], the Court granted a further order prescribing a process by which the identity and status of all creditors of [GESI, GSGP or GES LP] and the amounts of their claims will be established for purposes of the CCAA proceedings (the "**Claims Process Order**"). A copy of the Claims Process Order may be viewed at www.ey.com/ca/gasfracenergy.

Pursuant to the Claims Process Order, the Monitor, in cooperation with [GESI, GSGP, or GES LP], is required to send a notice to each known creditor of [GESI, GSGP, or GES LP] (the "**Notice to Creditor**") indicating the amount of such creditor's claim as of January 15, 2015. In the case of the claims of creditors whose claims are disputed, a Notice to Creditor will be sent containing the amount which [GESI, GSGP, or GES LP] is prepared to allow as a claim by such creditor.

In the case of the claims of creditors whose claims cannot be properly determined upon review of the [GESI, GSGP, or GES LP] records, a separate notice to creditor will be issued providing instructions for the completion of a proof of claim form, which that creditor will be required to submit by the Claims Bar Date (May 7, 2015) to prove its claim.

**Claim Assessed:**

If you are receiving the within Notice to Creditor, your claim has been assessed by [GESI, GSGP, or GES LP] in consultation with the Monitor, as follows:

**[GESI, GSGP, or GES LP] HAS REVIEWED ITS RECORDS AND ACCEPTS THAT YOUR CLAIM AGAINST [GESI, GSGP, or GES LP], AS OF JANUARY 15, 2015, WAS AN [UNSECURED/SECURED] CLAIM IN THE AMOUNT OF $[INSERT][CAD/USD].**

**IN THE EVENT THAT YOU AGREE WITH [GESI's, GSGP's, or GES LP's] ASSESSMENT OF YOUR CLAIM, YOU NEED TAKE NO FURTHER ACTION.**

**HOWEVER, IF YOU WISH TO DISPUTE [GESI's, GSGP's, or GES LP's] ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.**

**Disagreement with Assessment:**

The Claims Process Order provides that if a creditor disagrees with the assessment of its claim set out in this Notice to Creditor, the creditor must complete and return to the Monitor, with a copy to [GESI, GSGP, or GES LP], a completed Proof of Claim advancing a claim in a different amount and/or claiming secured status if applicable, supported by appropriate documentation. A blank Proof of Claim form is enclosed. The Proof of Claim with supporting documentation disputing the within assessment of your claim must be received by the Monitor, with a copy to [GESI, GSGP, or GES LP] no later than **5:00 p.m. (Mountain Time) on May 7, 2015**.

**If no such Proof of Claim is received by the Monitor by that date, the amount of your claim and its status as secured or unsecured will be, subject to further order of the Court, conclusively deemed to be as shown in this Notice to Creditor.**

The Claims Process Order also provides that any party who does not receive a Notice to Creditor and who wishes to advance a claim against [GESI, GSGP, or GES LP] must complete and forward to the Monitor, with a copy to [GESI, GSGP, or GES LP], a completed Proof of Claim supported by appropriate documentation advancing its claim and claiming secured status, if applicable, no later than **5:00 p.m. (Mountain Time) on May 7, 2015**.

The Proof of Claim should be delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission to the following parties:

**Ernst & Young Inc.**
In its capacity as the court appointed
Monitor of GASFRAC
Attn: Jessica Caden
1000, 440 2 Avenue SW
Calgary, AB T2P 5E9
Email: Jessica.Caden@ca.ey.com
Phone: (403) 206-5153
Fax: (403) 206-5075

**Borden Ladner Gervais LLP**
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3
Attn: Robyn Gurofsky
Email: RGurofsky@blg.com
Telephone: (403) 232-9774
Fax: (403) 266-1395

A copy of the Proof of Claim form is enclosed, however, further copies of the Proof of Claim form may be downloaded at www.ey.com/ca/gasfracenergy.

**Claims Against U.S. GASFRAC Entity:**

Please note that if your claim is as against one of GESI's subsidiaries in the United States, namely GASFRAC Inc., GASFRAC US Holdings Inc., or GASFRAC Energy Services (US) Inc., you must file a Proof of Claim form in the U.S. Claims Process. A copy of the U.S. Claims Process documents can be found at www.ey.com/ca/gasfracenergy.

**Notice of Revision or Disallowance by [GESI, GSGP, or GES LP]:**

Where a Proof of Claim is sent, [GESI, GSGP, or GES LP] with the assistance of the Monitor, will review the Proof of Claim and the Monitor shall provide to the creditor a notice in writing by registered mail, by courier service, email or facsimile as to whether the claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the claim is disputed in whole or in part, the Monitor will issue a Notice of Revision or Disallowance indicating the reasons for the revision or disallowance of the Creditor's Claim.

**Notice of Dispute by Creditor:**

The Claims Process Order further provides that where a creditor disputes a Notice of Revision or Disallowance, the creditor must notify the Monitor of the dispute by completing and delivering a Notice of Dispute to the Monitor by registered mail, courier service, email or facsimile within fifteen (15) days of receipt of the Notice of Revision or Disallowance. The creditor shall thereafter serve on the Monitor, with a copy to [GESI, GSGP, or GES LP], a filed application with a supporting affidavit in GASFRAC's CCAA proceedings, returnable within ten (10) calendar days after issuing the Notice of Dispute, for the determination by the Court of the claim in dispute.

A copy of the Notice of Dispute form is enclosed, however, further copies of the Notice of Dispute form may be downloaded at www.ey.com/ca/gasfracenergy.

**CLAIMS NOT PROVEN OR ACCEPTED IN ACCORDANCE WITH THE PROCEDURES SET OUT ABOVE IN THIS NOTICE SHALL, UNLESS OTHERWISE ORDERED BY THE COURT, BE DEEMEND TO BE FOREVER BARRED AND MAY NOT THEREAFTER BE ADVANCED AGAINST [GESI, GSGP, or GES LP] OR ANY OF THE GASFRAC ENTITIES.**

If you have any questions regarding the claims process or the attached materials, please contact Jessica Caden of Ernst & Young Inc. at (403) 206-5153 or Jessica.caden@ca.ey.com.

Dated the ___ day of March, 2015 in Calgary, Alberta

Ernst & Young Inc., in its capacity as
Monitor of GASFRAC

______________________________

H. Neil Narfason, CA•CIRP, CBV
Senior Vice President

## SCHEDULE "C"

## NOTICE TO CREDITORS OF [GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., or GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP]

**RE: NOTICE OF CLAIMS PROCESS PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* ("CCAA")**

On January 15, 2015, GASFRAC Energy Services Inc. ("**GESI**"), GASFRAC Services GP Inc. ("**GSGP**"), and GASFRAC Energy Services Limited Partnership ("**GES LP**") applied for and received protection from their creditors by order of the Court of Queen's Bench of Alberta (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Ernst & Young Inc. was appointed Monitor of GESI, GSGP and GES LP (together, sometimes referred to as "**GASFRAC**"). There is currently no proposed plan under the CCAA although there is a contemplated distribution. GASFRAC continues to assess its options in respect of a plan.

On [March 16, 2015], the Court granted a further order prescribing a process by which the identity and status of all creditors of [GESI, GSGP, or GES LP] and the amounts of their claims will be established for purposes of the CCAA proceedings (the "**Claims Process Order**"). A copy of the Claims Process Order may be viewed at www.ey.com/ca/gasfracenergy.

**Any person having a Pre-Filing Claim against [GESI, GSGP, or GES LP] arising prior to January 15, 2015 must send a Proof of Claim to the Monitor, with a copy to [GESI, GSGP, or GES LP], to be received by no later than 5:00 p.m. (Mountain Time) on May 7, 2015** (the "**Claims Bar Date**").

**Any person having a Subsequent Claim against [GESI, GSGP, or GES LP] arising after January 15, 2015 as a result of a disclaimer or repudiation by [GESI, GSGP, or GES LP] after January 15, 2015 of any contract, lease, employment agreement or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must send a Proof of Claim to the Monitor, with a copy to [GESI, GSGP, or GES LP], to be received by the later of (a) the Claims Bar Date; and (b) 5:00 p.m. (Mountain Time) on the day which is 30 days after the date of the applicable disclaimer or repudiation (the "Subsequent Claims Bar Date"**).

All Proofs of Claim should be delivered by registered mail, personal deliver, courier, email (in PDF format) or facsimile transmission to the following parties:

**Ernst & Young Inc.**
In its capacity as the court appointed
Monitor of GASFRAC
Attn: Jessica Caden
1000, 440 2 Avenue SW
Calgary, AB T2P 5E9
Email: Jessica.Caden@ca.ey.com

**Borden Ladner Gervais LLP**
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3
Attn: Robyn Gurofsky
Email: RGurofsky@blg.com
Telephone: (403) 232-9774
Fax: (403) 266-1395

A copy of the Proof of Claim form is enclosed, however, further copies of the Proof of Claim form may be downloaded at www.ey.com/ca/gasfracenergy.

Please note that if your claim is as against one of GESI's subsidiaries in the United States, namely GASFRAC Inc., GASFRAC US Holdings Inc., or GASFRAC Energy Services (US) Inc., you must file a Proof of Claim form in the U.S. Claims Process. A copy of the U.S. Claims Process documents can be found at www.ey.com/ca/gasfracenergy.

**PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE APPLICABLE BAR DATES SPECIFIED HEREIN WILL BE BARRED AND EXTINGUISHED FOREVER.**

If you have any questions regarding the claims process or the attached materials, please contact Jessica Caden of Ernst & Young Inc. at (403) 206-5153.

Dated the ___ day of March, 2015 in Calgary, Alberta

Ernst & Young Inc., in its capacity as
Monitor of GASFRAC

__________________________________

H. Neil Narfason, CA•CIRP, CBV
Senior Vice President

SCHEDULE “D”

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

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

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.

**Proof of Claim [GASFRAC ENERGY SERVICES INC. (“GESI”)/GASFRAC SERVICES GP INC. (“GSGP”)/GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP (“GES LP”)**

**For Claims Arising Before January 15, 2015 (“Pre-Filing Claims”)**
**Of For Claims Arising Due To Disclaimer or Resiliation of Contract**
**After January 15, 2015 (“Subsequent Claims”)**

(See Reverse for Instructions)

Regarding the claim of ______________________________(referred to in this form as “the creditor”) **(name of creditor)**

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

______________________________

______________________________

______________________________

Telephone: ____________________ Fax: ____________________

I, ______________________________ residing in the ____________________
**(name of person signing claim)** **(city, town, etc.)**

of ______________________________ in the Province of ____________________
**(name of city, town, etc.)**

Do hereby certify that:

☐ 1. I am the creditor
or
☐ I am ______________________________ of the creditor.
**(if an officer or employee of the company, state position or title)**

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

3. A. [GESI, GSGP or GES LP] was, (as at January 15, 2015 in respect of a Pre-Filing Claim **OR** after January 15, 2015 in respect of a Subsequent Claim), and still is indebted to the creditor in the sum of $____________________ as shown by the statement of account attached hereto and marked "Schedule A". Pre-Filing Claims should **not** include the value of goods and/or services supplied or claims arising after January 15, 2015. If a creditor's claim is to be reduced by deducting any counter claims to which [GESI, GSGP or GES LP] is entitled and/or amounts associated with the return of equipment and/or assets by [GESI, GSGP or GES LP], please specify.

*The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.*

B. The indebtedness referred to in paragraph 3. A. is in the following currency:

☐ Canadian Dollars

☐ United States Dollars

4. ☐ A. **Unsecured claim**. $________________________. In respect to the said debt, the creditor does not and has not since January 15, 2015, held any assets of [GESI, GSGP or GES LP] as security.

☐ B. [FOR GESI FORMS:] **Subordinate Debentureholder.** $________________________. In respect to the said debenture, the creditor does not and has not since January 15, 2015, held any assets of GESI as security.

☐ C. **Secured claim**. $________________________. In respect of the said debt, the creditor holds assets of [GESI, GSGP or GES LP] valued at $ ________________ as security.

***Provide full particulars of the security****, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B"*

Dated at ____________________________________________ this ______ day of ______________, 2015.
***Insert city and date of signature***

________________________________________ ________________________________________

**Witness** **(signature of individual completing the form)**

*Must be signed and witnessed*

**Instructions for Completing Proof of Claim Forms**

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.

2. The person signing the form must have knowledge of the circumstances connected with the claim.

3. A. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Indicate whether claim is Pre-Filing Claim or Subsequent Claim.

   Pre-Filing Claims should **not** include the value of goods and/or services arising after January 15, 2015. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.

   B. Tick the appropriate currency.

4. The nature of the claim must be indicated by ticking the type of claim which applies. e.g. -

   Ticking (A) indicates the claim is unsecured;

   Ticking (B) indicates the claim is from an unsecured subordinate debenture;

   Ticking (C) indicates the claim is secured, such as a mortgage, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.;

   A creditor may have separate claims in different categories, in which case a separate claim form must be submitted for each claim.

5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.

**Send a copy of the completed Proof of Claim, by May 7, 2015, to both GESI and the Monitor at the below addresses:**

GASFRAC Energy Services Inc.
Attn: Robyn Gurofsky
1900, 520 - 3rd Ave SW
Calgary, AB T2P 0R3

Ernst & Young Inc.
Attn: Jessica Caden
1000,440 - 2nd Ave SW
Calgary, AB T2P 5E9

Additional information regarding GASFRAC and the CCAA process, as well as copies of claims documents may be obtained at http://www.ey.com/ca/gasfracenergy.If there are any questions in completing the Proof of Claim, please contact Jessica Caden of Ernst & Young Inc. at (403) 206-5394.

**Note: Any claim not filed by May 7, 2015 will, unless otherwise ordered by the Court of Queen's Bench of Alberta, be barred and may not thereafter be advanced against GESI.**

## SCHEDULE "E"

### NOTICE OF REVISION OR DISALLOWANCE

### FOR CREDITORS OF [GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., or GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP]

**Claim Reference Number:** ______________________________

**TO:** ______________________________

*(Name of Creditor)*

**Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed to them in the Order of the Court of Queen's Bench of Alberta dated March 16, 2015 (the "Claims Procedure Order"). All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to the Claims Procedure Order dated March 16, 2015, the Applicants and Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants, hereby gives you notice that it has reviewed your Proof of Claim in conjunction with the Claims Process and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed as follows:

| **Claim as Submitted ($CDN)** | **Revised Claim as Accepted by Monitor and Applicants ($CDN)** | **Secured ($CDN)** | **Unsecured ($CDN)** | [if GESI form:] **Subordinate Debenture ($CDN)** |
|---|---|---|---|---|
| | | | | |

REASONS FOR THE REVISION OR DISALLOWANCE:

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within fifteen (15) Business days after receipt of this Notice of Revision or Disallowance** deliver to the Monitor a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the address below.

Ernst & Young Inc.
Attention: Jessica Caden
Ernst & Young Inc.
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: jessica.caden@ca.ey.com
Phone: (403) 206-5153
Fax: (403) 206-5075

**IF YOU FAIL TO FILE YOUR NOTICE OF DISPUTE WITHIN 15 BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

Dated THIS ____ DAY OF _____________, 2015.

Ernst & Young Inc., in its capacity as
Monitor of GASFRAC

_________________________________

H. Neil Narfason, CA•CIRP, CBV
Senior Vice President

## SCHEDULE "F"

## NOTICE OF DISPUTE

## GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP (hereinafter, "GASFRAC")

Pursuant to the Claims Procedure Order dated March 16, 2015, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference # ___________________ and dated ______________ issued by Ernst & Young Inc. in its capacity as Monitor of GASFRAC in respect of our Claim.

**NAME OF CREDITOR:** ___________________________________

| Reviewed Claim as Accepted ($CDN) | Reviewed Claim as Disputed ($CDN) | Secured ($CDN) | Unsecured ($CDN) |
|---|---|---|---|
| | | | |

REASONS FOR THE DISPUTE:

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

**SIGNATURE OF INDIVIDUAL:**___________________________________

**DATE:**__________________________________________________

**PRINT NAME:**_______________________________________________

**TELEPHONE NUMBER:**______________________________________

**FACSIMILE:**___________________________________________

**EMAIL ADDRESS:**_______________________________________

**FULL MAILING ADDRESS:**________________________________

**THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO**

**THE ADDRESS FOR SERVICE INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. (MOUNTAIN TIME) ON THE DAY WHICH IS FIFTEEN (15) DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.**

**Address for Service of Notices of Dispute.**


Ernst & Young Inc.
Attention: Jessica Caden
Ernst & Young Inc.
1000, 440 2nd Avenue SW
Calgary, AB T2P 5E9
Email: jessica.caden@ca.ey.com
Phone: (403) 206-5153
Fax: (403) 206-5075


**IN ADDITION, YOU MUST SERVE THE MONITOR WITH AN APPLICATION FILED WITH THE COURT IN GASFRAC'S CCAA PROCEEDINGS, SUPPORTED BY WAY OF AN AFFIDAVIT, RETURNABLE TO COURT WITHIN TEN (10) CALENDAR DAYS AFTER SENDING THE NOTICE OF DISPUTE, FOR DETERMINATION BY THE COURT OF THE CLAIM IN DISPUTE.**

**IF YOU:**

1) **FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FIFTEEN (15) BUSINESS DAYS AFTER RECEIPT OF THE NOTICE OF REVISION OR DISALLOWANCE; and**
2) **FAIL TO SERVE THE MONITOR WITH AN APPLICATION AND AFFIDAVIT RETURNABLE WITHIN TEN (10) CANEDLAR DAYS AFTER ISSUING THE NOTICE OF DISPUTE,**

**THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE.**

**SCHEDULE "C"**

Clerk's Stamp

| | |
|---|---|
| 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**<br><br>**AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9**<br><br>**AND IN THE MATTER OF GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICES (US) INC., GASFRAC US HOLDINGS INC. and GASFRAC INC.** |
| DOCUMENT | **APPROVAL & VESTING ORDER** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Josef G.A. Krüger, Q.C./Robyn Gurofsky<br>Borden Ladner Gervais LLP<br>1900, 520 3rd Ave. S.W.<br>Calgary, AB T2P 0R3<br>Telephone: (403) 232-9774<br>Facsimile: (403) 266-1395<br>Email: JKruger@blg.com /RGurofsky@blg.com<br>File No. 441817-000015 |

**DATE ON WHICH ORDER WAS PRONOUNCED:** March 16, 2015

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

**LOCATION OF HEARING:** Calgary, Alberta

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

March 9, 2015, the Confidential Affidavit of Lori McLeod-Hill dated March 10, 2015 (the "**Confidential Affidavit**"), the Third Report of the Monitor, dated March ____, 2015, the Confidential Supplement to the Monitor's Third Report dated March ____, 2015 (the "**Confidential Report**"), the Affidavit of _____________, dated ___________, 2015 (the "**Service Affidavit**"), the pleadings and proceedings filed herein, including the Initial Order granted on January 15, 2015 (the "**Initial Order**"), and the Order granted on January 23, 2015 approving the sales and solicitation process; **AND UPON** hearing counsel for the Vendor, the Purchaser, the Monitor and any other interested party appearing at the Application;

**IT IS HEREBY ORDERED AND DECLARED THAT**:

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.

2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meaning ascribed to them in the Asset Purchase Agreement between the Vendor and [Purchaser] (the "**Purchaser**") dated February 27, 2015 (the "**Agreement**"), attached to the Confidential Affidavit as Exhibit "C".

**Approval of the Agreement and the Transaction**

3. The Agreement, including the transaction for the purchase, sale, assignment, transfer and conveyance of the Purchased Assets from the Vendor to the Purchaser and related assignments, transfers, conveyances, assumptions, and other arrangements contemplated by or set forth in the Agreement (the "**Transaction**"), is found to be in the best interests of the Vendor, its creditors, and its other stakeholders, and therefore the Agreement and the Transaction contemplated thereby is hereby authorized, ratified, deemed commercially reasonable and approved.

4. The sale, assignment, transfer and conveyance of the Purchased Assets by the Vendor to the Purchaser on the terms and conditions contained in the Agreement is hereby approved and

the Vendor and the Monitor are hereby authorized and directed to complete the Closing of the Transaction pursuant to the terms of the Agreement.

5. The Vendor and the Monitor are authorized and directed to take all such steps, perform, consummate, implement and executed and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may reasonably be necessary or desirable to consummate the Transaction in accordance with the terms of the Agreement including, without limitation, proceeding with the Inspection, settlement with the Purchaser in respect of all adjustments contemplated by the Interim Statement of Adjustments and the Final Statement of Adjustments, and distributions from the Holdback, and making such amendments as the Vendor, the Monitor and the Purchaser may approve in writing and which do not materially alter the Agreement, and upon such trust conditions as may be agreed upon among legal counsel for the Vendor, the Monitor and the Purchaser.

6. In the event the Vendor fails to take any step or execute any document reasonably necessary or desirable to consummate the Transaction, the Monitor is hereby authorized and directed to take such step or execute any such document on the Vendor's behalf.

**Monitor's Certificate**

7. Upon Closing, the Monitor is hereby authorized and directed to promptly file with the Court in these proceedings and serve upon the Vendor, the Purchaser and those Persons listed on the Service List (attached as **Schedule "A"** to this Order) a certificate (substantially in the form set out as **Schedule "B"** to this Order) certifying that the Transaction has closed substantially in accordance with the terms of the Agreement, subject to the Final Statement of Adjustments and distributions from the Holdback (the "**Monitor's Certificate**").

**Vesting of the Assets**

8. Upon Closing and filing of the Monitor's Certificate, all of the Vendor's right, title, estate and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts

(whether contractual, statutory, or otherwise) liens, encumbrances, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and whether by payment, set off or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing:

a) any encumbrances or charges created by the Initial Order or subsequent Orders granted in the within CCAA proceedings;

b) all charges, security interests or claims against the personalty comprising the Purchased Assets, whether evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), any other personal property registry system or otherwise; and

c) the Encumbrances listed on **Schedule "C"** hereto, which shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on **Schedule "D"**.

For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets and all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), any other personal property registry system or otherwise where any Claim of any kind may be registered or recorded are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Purchased Assets. The Vendor is hereby authorized to take all necessary steps and execute any and all documents to effect any and all discharges, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.

9. The Purchaser is authorized to file, register or otherwise record a certified copy of this Order with the appropriate filing office, agency, clerk(s) and/or recorder(s), which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the sale of the Purchased Assets free and clear from any and all Claims, including the release of all liens, claims, encumbrances and interests in the Purchased Assets as of the Closing Date of any kind or nature whatsoever.

10. Upon delivery of the Monitor's Certificate and a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "Registrar") is hereby authorized, requested, and directed, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 and notwithstanding that the appeal period in respect of this Order may not have elapsed, to cancel the existing Certificate of Titles for those lands and premises municipally and legally described in the attached **Schedule "E"** (the "**Lands**"), and to issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee), which Certificate of Title shall be clear of all Encumbrances and subject only to the Permitted Encumbrances.

11. The Purchaser (and its nominee) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Vendor.

12. Under no circumstances shall the Purchaser be deemed a successor of or to the Vendor for any Claims of any kind or nature whatsoever against or in the Vendor or the Purchased Assets. Following the Closing, no person with a Claim shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Claim or any actions that the Vendor may take in the within CCAA proceedings.

13. The Vendor and all persons who claim by, through or under the Vendor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from, pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption, or Claim in respect of or to the Purchased Assets and, to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

14. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit absolutely without any interference of or by the Vendor, or any person claiming by or through or against the Vendor.

15. The Purchaser shall be authorized, as of the Closing, to operate under any Governmental Authority, license, permit, registration and authorization or approval of or given to the Vendor with respect to the Purchased Assets, and all such licences, permits, registrations and authorizations and approvals shall be and shall be deemed to have been transferred to the Purchaser as of the Closing.

16. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Vendor and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees, including personal information of those employees listed in the Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

**Handling of the Net Proceeds**

17. The Monitor shall hold the proceeds received from the Purchaser pursuant to the Agreement, less completion costs (including, but without limitation good and services taxes, transfer taxes, legal and other costs, expenses and disbursements, of the Vendor and the Monitor) and other usual completion costs incurred (the "**Net Proceeds**") pursuant to and in accordance with the terms of this Order.

18. The Net Proceeds shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

19. Unless otherwise authorized by this Order, the Monitor shall make no distributions from the Net Proceeds except by further Order of this Court.

20. At Closing, the Holdback shall be retained by the Purchaser and delivered to the Purchaser's legal counsel. The Holdback shall be held in trust by the Purchaser's legal counsel in an interest-bearing account and it shall be releasable in accordance with the terms of the Agreement or by further Order of this Court.

**Transaction not a Preference or Transfer at Undervalue**

21. Notwithstanding:

a) the pendency of this proceeding and the declaration of insolvency made herein;

b) the pendency of any petition for receiving orders or bankruptcy orders heretofore or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), as amended, in respect of any or all Vendor Entities, any receiving orders issued pursuant to any such petitions or any assignments in bankruptcy which may hereafter be made by or with respect to any or all Vendor Entities;

c) any assignment in bankruptcy made by any or all Vendor Entities; and

d) the provisions of any federal or provincial statute:

the assignment, transfer, conveyance and vesting of the Vendor's right, title, estate and interest in and to the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

**Sealing Order**

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

> THIS ENVELOPE CONTAINS THE CONFIDENTIAL AFFIDAVIT OF LORI MCLEOD-HILL DATED MARCH 10, 2015 AND THE CONFIDENTIAL SUPPLEMENT TO THE MONITOR'S THIRD REPORT DATED MARCH ____, 2015, WHICH SHALL BE SEALED FOR A PERIOD OF THREE (3) MONTHS PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE EIDSVIK DATED MARCH 16, 2015, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE.

**Application for Further Advice**

23. The Monitor, the Purchaser (or its nominee), the Vendor or any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

**Miscellaneous Matters**

24. This Court hereby requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

25. Service of this Order shall be deemed good and sufficient by serving the same on:

a) the persons listed on the Service List (as found at Schedule "A" to this Order);

b) the Purchaser or on the Purchaser's solicitors; and

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

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

26. No other Persons are entitled to be served with a copy of this Order.

27. Service of this Order shall be deemed good and sufficient regardless of whether service is effected by PDF copy attached to an email, facsimile, courier, personal delivery or ordinary mail.

Justice of the Court of Queen's Bench of Alberta

## SCHEDULE "A"

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

| **GASFRAC SERVICE LIST** | | | |
|---|---|---|---|
| **FIRM** | **EMAIL** | **PHONE** | |
| Bennett Jones LLP<br>4500, 855-2 Street SW<br>Calgary, AB T2P 4K7<br>**Chris Simard**<br>**Kenneth Lenz** | simardc@bennettjones.com<br>LenzK@bennettjones.com | 403-298-4485<br><br>403-298-3317 | **Counsel for Calfrac** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Patrick T. McCarthy, Q.C.** | pmccarthy@blg.com | 403-232-9441 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Josef G.A. Krüger, Q.C.** | jkruger@blg.com | 403-232-9563 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Robyn Gurofsky** | rgurofsky@blg.com | 403-232-9774 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Matti Lemmens** | mlemmens@blg.com | 403-232-9511 | **Counsel for Debtor – Canada** |

| | | | |
|---|---|---|---|
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Jessica Duhn** | jduhn@blg.com | 403-232-9715 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Dan Sears** | dsears@blg.com | 403-232-9529 | **Counsel for Debtor – Canada** |
| Borden Ladner Gervais LLP<br>1900, 520 3rd Ave SW<br>Calgary, AB T2P 0R3<br>**Michael Perkins** | mperkins@blg.com | 403-232-9410 | **Counsel for Debtor – Canada** |
| CIBC World Markets<br>9th Floor, Bankers Hall East<br>855-2 Street SW<br>Calgary, AB T2P 4J7<br>**Chris Folan** | Chris.folan@cibc.com | 403-260-0500 | **CIBC** |
| CIBC World Markets<br>161 Bay Street<br>Toronto, Ontario M5J 2S8<br>**Chris Hind** | Chris.Hind@cibc.ca | 416-594-7000 | **CIBC** |
| CIBC World Capital Markets Inc.<br>161 Bay Street 6th Floor,<br>Toronto ON M5J 2S8<br>**Ashwin Pamidi** | Ashwin.Pamidi@cibc.com | 416-594-8085 | **CIBC** |
| Court & Company,<br>Barristers and Solicitors<br>#112, 80 Chippewa Road<br>Sherwood Park, AB<br>T8A-4W6<br>**Dave Stults** | d.stults@courtandcompany.com | 780-417-2333 | **Counsel for TBM Group of Companies** |
| Cox Smith<br>112 E. Pecan Street, Suite 1800<br>San Antonio, Texas 78205<br>**Deborah Williamson** | dwilliamson@coxsmith.com | 210-554-575 | **Counsel for PNC** |

| | | | |
|---|---|---|---|
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**John D. Leslie** | JLeslie@dickinson-wright.com | 416-646-3801 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Lisa S. Corne** | LCorne@dickinson-wright.com | 416-646-4608 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Allison R. Bach** | abach@dickinson-wright.com | 313-223-3604 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Steven G. Howell** | showell@dickinson-wright.com | 313-223-3033 | **Counsel for PNC** |
| Dickenson Wright LLP<br>500 Woodward Avenue Suite 4000<br>Detroit, Michigan 48226-3425<br>**Theodore B. Sylwestrzak** | tsylwestrzak@dickinson-wright.com | 313-223-3036 | **Counsel for PNC** |
| Enquest Capital Corp.<br>310, Bow Valley Square IV<br>250 – 6th Ave SW<br>Calgary, AB T2P 3H7<br>**Mark Williamson** | mwilliamson@enquest.ca | 403-537-5050 | |
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Neil Narfason** | Neil.narfason@ca.ey.com | 403-206-5067 | **Monitor Representatives** |
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Cassie Riglin** | Cassie.Riglin@ca.ey.com | 403-206-5116 | **Monitor Representatives** |

| | | | |
|---|---|---|---|
| Ernst & Young Inc.<br>1000, 440 2nd Ave SW<br>Calgary, AB T2P 5E9<br>**Nick Purich** | Nick.pb.purich@ca.ey.com | 403-206-5170 | **Monitor Representatives** |
| First Asset Investment Management Inc.<br>95 Wellington Ave West, Ste. 1400<br>Toronto ON M5J 2N7<br>**Lee Goldman**<br>**Craig Allardyce** | lgoldman@firstasset.com<br>callardyce@firstasset.com | 416-640-5566 | **Trustee and Investment Fund Manager to a number of Investment Funds** |
| Fulbright & Jaworski LLP<br>300 Convent Street, Suite 2100<br>San Antonio, TX 78205-3792<br>**Steve A. Peirce** | Steve.peirce@nortonrosefulbright.com | 210-270-7179 | **Counsel for the Monitor** |
| Fulbright & Jaworski LLP<br>2200 Rose Avenue, Suite 2800<br>Dallas, TX 75201-2784<br>**Louis R. Strubeck Jr.** | Louis.strubeck@nortonrosefulbright.com | 214-855-8040 | **Counsel for the Monitor** |
| Fulbright & Jaworski LLP<br>2200 Rose Avenue, Suite 2800<br>Dallas, TX 75201-2784<br>**Tim Springer** | Tim.springer@nortonrosefulbright.com | 214-855-8094 | **Counsel for the Monitor** |
| GasFrac Energy Services Inc.<br>1900, 801 – 6 Ave SW<br>Calgary, AB T2P 3W2<br>**Lori McLeod-Hill** | Lori.mcleod-hill@gasfrac.com | 403-237-6077 | **Debtor CFO** |
| Langlois Kronstrom Desjardins LLP<br>1002 Sherbrooke Street W.<br>28th Floor<br>Montreal, Qubec H3A 3L6<br>**Gerry Apostolatos**<br>**Jessica Syms** | Gerry.apostolatos@lkd.ca<br>Jessica.syms@lkd.ca | 514-282-7831<br>514-282-7802 | **Egon Zehnder International Inc.** |
| MLT Lawyers<br>1600 Centennial Place<br>520 3rd Avenue SW<br>Calgary AB T2P 0R3<br>**Dean Hutchison** | DHutchison@mlt.com | 403-693-4300 | **Counsel for CIBC World Markets Inc. (Financial Advisor)** |

| | | | |
|---|---|---|---|
| Miller Thomson LLP<br>5800, 40 King Street W.<br>Toronto, ON M5H 3S1<br>**Jeffrey Carhart** | jcarhart@millerthomson.com | 416-595-8615 | **Canadian Counsel for Preferred Pipeline LLC** |
| Miller Thomson LLP<br>3000, 700-9 Avenue SW<br>Calgary, AB T2P 3V4<br>**Nichole Taylor-Smith** | ntaylorsmith@millerthomson.com | 403-298-2401 | **Canadian Counsel for Preferred Pipeline LLC** |
| National Leasing Group Inc.<br>1525 Buffalo Place<br>Winnipeg, MB R3T 1L9 | customerservice@nationalleasing.com | 204- 954-9000 | **Secured Party** |
| Norton Rose Fulbright LLP<br>3700, 400-3 Avenue SW<br>Calgary, AB T2P 4H2<br>**Howard A. Gorman** | Howard.gorman@nortonrosefulbright.com | 403-267-8144 | **Counsel for the Monitor** |
| Osler Hoskin LLP<br>TransCanada Tower<br>450 - 1st St. S.W., Suite 2500<br>Calgary Alberta T2P 5H1<br>**A. Robert Anderson, Q.C.** | randerson@osler.com | 403-260-7004 | **Solicitor for PNC** |
| Osler Hoskin LLP<br>TransCanada Tower<br>450 - 1st St. S.W., Suite 2500<br>Calgary Alberta T2P 5H1<br>**Lily Anne Wroblewski** | lwroblewski@osler.com | 403-260-7037 | **Solicitor for PNC** |
| PNC<br>**Mark Gittelman** | Mark.gittelman@pnc.com | | **PNC Business** |
| Pepper Hamilton LLP<br>3000 Two Logan Square<br>Philadelphia, PA 19103-2799<br>**Frances J. Lawall** | lawallf@pepperlaw.com | 215-981-4481 | **US Attorneys for Preferred Pipeline LLC** |
| Pepper Hamilton LLP<br>5100, 1313 N. Market Street<br>Wilmington, DE 19899-1709<br>**John H. Schanne, II** | schannej@pepperlaw.com | 302-777-6502 | **US Attorneys for Preferred Pipeline LLC** |

| | | | |
|---|---|---|---|
| Preferred Pipeline LLC<br>101, 100 Matsonford Road<br>Radnor, PA 19087<br>**Matthew Epps** | mepps@preferred.com | 484-684-1256 | **Preferred Pipeline LLC** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**Casey William Doherty, Jr.** | cdoherty@velaw.com | 713-758-3215 | **Attorneys for Debtor - US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**Harry A. Perrin** | hperrin@velaw.com | 713-758-2548 | **Attorneys for Debtor - US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>1001 Fannin Street, Suite 2500<br>Houston, TX 77002-6760<br>**John E. West** | jwest@velaw.com | 713-758-4534 | **Attorneys for Debtor – US** |
| Vinson & Elkins LLP<br>Attorneys at Law<br>Trammell Crow Center<br>2001 Ross Avenue<br>Suite 3700<br>Dallas, TX 75201-2975<br>**L. Prentiss Cutshaw** | pcutshaw@velaw.com | 214-220-7826 | **Attorneys for Debtor-US** |
| **Garry M. Boris**<br>Barrister & Solicitor<br>202, 4921 – 49 Street<br>Red Deer, AB T4N 1V2 | gborislaw@gmail.com | 403-340-2222 | **Counsel for Bedrock Capital Inc.** |
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Anne DeWaele** | Anne.dewaele@computershare.com | 403-267-6387 | |
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Kristine Calesso** | Kristine.calesso@computershare.com | 403-267-6372 | |

| | | | |
|---|---|---|---|
| Computershare<br>600, 530 – 8th Avenue S.W.<br>Calgary, Alberta T2P 3S8<br>**Nadia Mohamed** | Nadia.mohamed@computershare.com | 403-267-6509 | |
| Lewis, Roca, Rothgerber<br>1200 Seventeenth Street<br>Suite 3000<br>Denver, Colorado 80202<br>**Brent R. Cohen** | bcohen@rothgerber.com | 303-628-9521 | **Counsel for Calfrac** |
| Emkay Canada Leasing Corp.<br>212 Meridian Road NE<br>Calgary, AB T2A 2N6 | | | **Secured Party** |
| Ford Credit Canada Leasing, A Division of Canadian Road Leasing Company<br>PO Box 2400<br>Edmonton, AB T5J 5C7 | | | **Secured Party** |
| HSBC Bank Canada<br>407 8th Avenue SW<br>Calgary, AB T2P 1E5 | | | **Secured Party** |
| Tricor And Finance Corp.<br>PO Box 397<br>Burlington, ON L7R 3Y3 | | | **Secured Party** |
| Cam Clark Ford Sales<br>1001 Highland Park Blvd. NE<br>Airdrie, AB T4A 0R2 | | | **Secured Party** |

**SCHEDULE "B"**

Clerk's Stamp

| | |
|---|---|
| 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**<br><br>**AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9**<br><br>**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 | **MONITOR'S CERTIFICATE** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Josef G.A. Krüger, Q.C./Robyn Gurofsky<br>Borden Ladner Gervais LLP<br>1900, 520 3rd Ave. S.W.<br>Calgary, AB T2P 0R3<br>Telephone: (403) 232-9774<br>Facsimile: (403) 266-1395<br>Email: JKruger@blg.com /RGurofsky@blg.com<br>File No. 441817-000015 |

1. All defined terms used but not defined herein shall have the meanings ascribed thereto in the Sale Approval and Vesting Order granted in these proceedings on [ ], 2015 (the "**Order**").

2. Pursuant to paragraph [ ] of the Order, Ernst & Young Inc., in its capacity as the Court-appointed Monitor (the "**Monitor**") of GASFRAC Energy Services Inc., GASFRAC Services GP Inc. for itself and in its capacity as general partner of GASFRAC Energy Services Limited Partnership, GASFRAC Energy Services (US) Inc., GASFRAC US Holdings Inc. and GASFRAC Inc. (collectively, the "**Vendor**"), delivers this certificate and hereby confirms that Closing of the sale of the Purchased Assets pursuant to the Asset Purchase and Sale Agreement between the Vendor and [ ] (the "**Purchaser**") dated February 27, 2015 (the "**Agreement**") has occurred and all purchase monies due and owing in respect of such sale

have been paid by the Purchaser to the Monitor for the Vendor, subject to the Final Statement of Adjustments and distributions from the Holdback.

**DATED** at the City of Calgary, in the Province of Alberta, this ___ day of [ ], 2015.

**ERNST & YOUNG INC.** in its capacity as<br>
Court-appointed Monitor of GASFRAC Energy<br>
Services Inc., GASFRAC Services GP Inc.<br>
for itself and in its capacity as general partner of<br>
GASFRAC Energy Services Limited Partnership,<br>
GASFRAC Energy Services (US) Inc.,<br>
GASFRAC US Holdings Inc. and GASFRAC Inc.

## SCHEDULE "C"

Encumbrances

Nil

**SCHEDULE "D"**

Permitted Encumbrances

LEGAL DESCRIPTION
PLAN 8722703
BLOCK 1
LOTS 6 AND 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

Permitted Encumbrances:

| Registration Number | Date | Particulars |
|---|---|---|
| 752 055 566 | 20/05/1975 | UTILITY RIGHT OF WAY<br>GRANTEE - YELLOWHEAD GAS CO-OP LTD. |
| 802 274 979 | 17/11/1980 | UTILITY RIGHT OF WAY<br>GRANTEE - FORTISALBERTA INC.<br>320 - 17 AVENUE S.W.<br>CALGARY, ALBERTA T2S2Y1 |
| 852 056 382 | 21/03/1985 | UTILITY RIGHT OF WAY<br>GRANTEE - THE TOWN OF EDSON.<br>AFFECTED LAND: 8722703;1;7<br>"PART" |

**SCHEDULE "E"**

The Lands

| Municipal Address | Legal Description |
|---|---|
| 174-27th Street, Edson Alberta | PLAN 8722703,<br>BLOCK 1,<br>LOTS 6 and 7<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |