

CLERK OF THE COURT
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MAR 24 2015

CALGARY, ALBERTA

COURT FILE NUMBER 1501-00396

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, RSA
2000, c B-9

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

APPLICANT

ERNST & YOUNG INC., in its capacity as Court appointed Monitor of
GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC.,
GASFRAC ENERGY SERVICES (US) INC., GASFRAC US HOLDINGS
INC. and GASFRAC INC.

DOCUMENT

**APPLICATION FOR ADVICE AND DIRECTIONS WITH RESPECT TO
AN EMPLOYEE CLAIMS PROCESS ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
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Email: howard.gorman@nortonrosefulbright.com /
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Attention: Howard A. Gorman, Q.C. / Kyle D. Kashuba

File No.: 01128610-0063

Notice to the Respondents

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	Thursday, March 26, 2015
Time	1:30 p.m.
Where	Calgary Courts Centre
Before Whom	Madam Justice K.M. Eldsvik

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 Applicant, Ernst & Young Inc., in its capacity as Court appointed Monitor (the "Monitor") of the GASFRAC entities in this *Companies' Creditors Arrangement Act* ("CCAA") proceeding, seeks the following relief from this Honourable Court:
 - (a) An Order giving directions with respect to a claims process respecting the employees of certain of the Canadian GASFRAC entities (the "Employee Claims Process Order"), including the appointment of the employee claims officers (the "Employee Claims Officers"), in substantially the same form as attached hereto as **Schedule "A"**, and as set out in the Fifth Report of the Monitor to be concurrently filed.
2. Such further and other relief as counsel may advise and this Court may 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 "GASFRAC"), are companies to which the CCAA apply.
4. Pursuant to an Approval and Vesting Order dated March 16, 2015 ("Vesting Order"), Justice Eidsvik authorized a transaction to sell substantially all of GASFRAC's assets. The proceeds arising from the transaction approved by the Vesting Order that stand in the place and stead of GASFRAC's assets are more than sufficient to satisfy the claims of GASFRAC secured creditors and are projected to be more than sufficient to satisfy the claims of all of GASFRAC's unsecured creditors (including the claims of any employees), but will not likely satisfy in full the claims of GASFRAC's subordinated unsecured debenture holders.
5. Pursuant to the Claims Process Order, Justice Eidsvik approved a Claims Process, which contained various provisions pertaining to the distribution of Claims Packages, a Claims Process pertaining to the same, and the handling of disputes under the Claims Process.
6. The transaction approved under the Vesting Order is an asset sale transaction and, as such, all, or substantially all of GASFRAC's employees have been terminated or will be terminated in the near future.
7. The Monitor, in consultation with GASFRAC, are seeking a variation of the Claims Process Order to include the statutory severance plus an amount of common law severance which GASFRAC is

prepared to allow as a claim by Canadian employees as creditors of GESI, GSGP or GES LP, which would be in the best interest of the administration of the GASFRAC CCAA proceedings.

8. More than 100 Canadian employees have or will be terminated in conjunction with the transaction and these ongoing CCAA proceedings. Rather than burden the Court with resolution or determination of any disputed employee claims, the Monitor proposes that certain qualified individuals be appointed as Employee Claims Officers to resolve any disputed employee claims on an efficient, expedited basis.
9. The provisions of the CCAA, the pleadings and proceedings filed herein and the equitable jurisdiction of this Court are applicable and provide the basis for the relief sought by the Monitor.
10. Such further and other basis as counsel may advise and this Court may permit.

Material or evidence to be relied on:

11. The pleadings and proceedings filed herein including the Vesting Order and the Claims Process Order, each dated March 16, 2015.
12. The Third Report and the Fifth Report of the Monitor filed herein.
13. The proposed Employee Claims Process Order, in substantially the same form as attached hereto as Schedule "A" hereto.
14. Such further and other material as counsel may advise and this Court may permit.

Applicable Rules

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

Applicable Acts and regulations:

16. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended.
17. *Judicature Act*, RSA 2000, c J-2.
18. Such further and other Acts and regulations as counsel may advise and this Court may permit.

Any Irregularity complained of or objection relied on:

19. None.

How the Application is proposed to be heard or considered:

20. In person, before the Honourable Madam Justice K.M. Eidsvik based upon the pleadings filed herein, the Fifth Report of the Monitor and any further Reports, Affidavits or Questioning Transcripts that may be filed 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"
to the Application filed March 24, 2015

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

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF THE *BUSINESS CORPORATIONS*
ACT, RSA 2000, c B-9

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

APPLICANT **ERNST & YOUNG INC., in its capacity as Court appointed
Monitor of GASFRAC ENERGY SERVICES INC., GASFRAC
SERVICES GP INC., GASFRAC ENERGY SERVICES (US) INC.,
GASFRAC US HOLDINGS INC. and GASFRAC INC.**

DOCUMENT **EMPLOYEE CLAIMS PROCESS ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT Norton Rose Fulbright Canada LLP
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Calgary, Alberta T2P 4H2
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Email: howard.gorman@nortonrosefulbright.com /
 kyle.kashuba@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Kyle D. Kashuba

File No.: 01128610-0063

DATE ON WHICH ORDER WAS PRONOUNCED: **March 26, 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 Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") 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 "**Employee Claims Process**") outlined in Schedule "A" hereto and bar date for Employees of GESI, GSGP and GES LP (the "**Application**"); **AND UPON** having read the Third Report and Fifth Report of the Monitor dated March 11, 2015 and March 24, 2015, respectively; **AND UPON** having read the pleadings and proceedings had and taken in this Action including the Claims Process Order dated March 16, 2015 ("**Claims Process Order**");

AND UPON hearing counsel for the Monitor, 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 Employee 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 EMPLOYEES OF CANADIAN APPLICANTS

3. This Order establishes the Employee Claims Process only for employees of GESI, GSGP and GES LP (collectively the "**Employees**").
4. For further clarity, this Employee Claims Process Order and not the March 16, 2015 Claims Process Order applies to all employee claims as against GESI, GSGP or GES LP.

APPROVAL OF EMPLOYEE CLAIMS PROCESS

5. The Employee Claims Process as set forth in the attached Schedule "A" for determining claims of Employees is hereby approved, and the Applicants, in consultation with the Monitor, are authorized and directed to implement the Employee Claims Process.
6. The following forms, together with any necessary non-substantive amendments are hereby approved: Notice to Employee (Schedule "B"), Employee Proof of Claim (Schedule "C"), Employee Notice of Revision or Disallowance (Schedule "D") and Employee Notice of Dispute (Schedule "E").
7. James McCartney and John Moreau are appointed Employee Claims Officers for the Employee Claims Process.

CLAIMS BAR

8. Any Employee who has received a Notice to Employee who fails to deliver an Employee Proof of Claim by the Claims Bar Date, being the later of May 7, 2015, or Subsequent Claims Bar Date being 30 days following termination, containing an alternate assessment of the classification

and/or quantum of their Claim in the Notice to Employee 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 Employee shall be a Proven Claim.

NOTICE SUFFICIENT

9. The posting of the Employee Claims Package and this Employee Claims Process Order on the Website, and the mailing to the Employees of the Employee 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 Employees who may be entitled to receive notice and who may wish to assert Employee 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 Employee in respect of this Order.

FILING OF EMPLOYEE PROOFS OF CLAIM

10. An Employee 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.

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 Employees or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Employees 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 an Employee 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 2 Avenue SW
 Calgary, AB T2P 5E9

Email: jessica.caden@ca.ey.com
 Telephone: (403) 206-5153
 Fax: (403) 206-5075

To GASFRAC:
 Borden Ladner Gervais LLP
 1900, 520 3 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 Employee Proofs of Claim and Notices of Dispute are completed and executed and may, if they are satisfied that an Employee's Claim has been adequately proven, waive strict compliance with the requirements of the Employee Claims Process and this Order as to the completion and execution of Employee 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 GESI, GSGP and GES LP in connection with the administration of the

Employee Claims Process, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Employee 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 Monitor or 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 Employee Claims Process or this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

EMPLOYEE CLAIMS PROCESS

DEFINITIONS

1. For purposes of this Employee 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 Employee as against GASFRAC Energy Services Inc., GASFRAC Services GP Inc. or GASFRAC Energy Services Limited Partnership arising out of their employment or termination of employment including any claim for salary, pay, vacation pay, statutory, contractual or common law, severance in lieu of notice, costs, fees, expenses or otherwise related to such employment;
 - (g) **"Claims Bar Date"** means 5:00 p.m. (Mountain Time) on May 7, 2015;
 - (h) **"Employee Claims Package"** means the document package which shall include a copy of the Notice to Employees and a blank Employee Proof of Claim;
 - (i) **"Employee Claims Process"** means the procedures outlined herein;
 - (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) **"Employee"** means any who was an employee of GASFRAC Energy Services Inc., GASFRAC Services GP Inc. or GASFRAC Energy Services Limited Partnership on or after the Filing Date;
 - (m) **"Dispute Package"** means, with respect to any Claim, a copy of the related Employee Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;
 - (n) **"Employee Claims Process Order"** means the Order granted by Madam Justice K.M. Eidsvik on March 26, 2015 approving the Employee Claims Process;
 - (o) **"Employee Claims Officers"** mean James McCartney and John Moreau or any replacement officer they, in conjunction with the Monitor, are appointed as their replacements.

- (p) **"Filing Date"** means January 15, 2015;
- (q) **"Monitor"** means Ernst & Young Inc. in its capacity as the Court appointed Monitor of the Applicants and not in its personal capacity;
- (r) **"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 "E";
- (s) **"Notice of Revision or Disallowance"** means the notice that may be delivered to an Employee revising or rejecting such Employee's Claim or Subsequent Claim as set out in their Employee Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "D";
- (t) **"Notice to Employee"** means the letter regarding the assessment of the Employee's Claim, substantially in the form attached hereto as Schedule "B";
- (u) **"Person"** shall be broadly interpreted to mean an Employee;
- (v) **"Proven Employee Claim"** means the amount, status and/or validity of the Claim as an Employee as finally determined in accordance with this Employee 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) an Employee Claims Officer 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);
- (w) **"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 Employee in question was terminated;
- (x) **"Website"** means the website maintained by the Monitor located at: www.ey.com/ca/gasfracenergy.

NOTICE OF EMPLOYEE CLAIMS PROCESS

2. In the case of all previously terminated employees of GASFRAC Energy Services Inc., GASFRAC Services GP Inc. and GASFRAC Energy Services Limited Partnership, the Monitor shall cause an Employee Claims Package to be sent to each Employee by regular prepaid mail, fax, courier or email on or before March 27, 2015.
3. In the case of all other Employees, the Monitor shall cause the Employee Claims Package to be sent to each Employee by regular prepaid mail, fax, courier or email within 3 business days of the date of the termination of such Employees.
4. The Monitor shall cause the Employee Claims Package to be posted on the Website.

FILING OF EMPLOYEE PROOFS OF CLAIM

5. In the event the Employee receives an Employee Claims Package and the Employee agrees with the assessment of the amount and classification of their Claim, they need not file an Employee Proof of Claim or take any further action and upon no further action being taken, the claim set out in the Employee Claims Package shall be a Proven Claim.
6. In the event the Employee disagrees with the assessment of either the amount or classification (or both) of their Claim as set out in the Employee Claims Package, it must deliver an Employee Proof of Claim setting out their Claim so that it is received by the Monitor and the Applicants no later than the Claims Bar Date or Subsequent Claims Bar Date.

DETERMINATION OF CLAIMS

7. The Applicants shall review each Employee Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date and subject to paragraph 8 shall accept, revise or disallow the Claim with the consent of the Monitor.
8. The Applicants may attempt to consensually resolve the classification and amount of any Claim with the Employee prior to the relevant Applicant accepting, revising or disallowing such Claim with the consent of the Monitor.
9. If the Applicants, with the consent of the Monitor, accept the Claim, then such Claim shall be a Proven Claim.

NOTICE OF REVISION OR DISALLOWANCE

10. If the Applicants, with the consent of the Monitor, determine to revise or disallow an Employee Proof of Claim, the Monitor shall send a Notice of Revision or Disallowance to the Employee.

NOTICE OF DISPUTE

11. Any Employee who disputes the classification or amount of their 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 Employee must file an affidavit setting out the basis for the dispute and must send the application and affidavit to the Monitor immediately.
12. Any Employee who fails to deliver a Notice of Dispute and schedule an application with the Court by the deadlines set forth in paragraph 11 shall be deemed to accept the classification and the amount of their Claim as set out in the Notice of Revision or Disallowance and such Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

RESOLUTION OF CLAIMS AND SUBSEQUENT CLAIMS

13. 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 Claim with the Employee.

14. If the Applicants and the Employee consensually resolve the classification and amount of the Claim, the Applicant may accept, with the consent of the Monitor, a revised Claim, and such Claim will constitute a Proven Claim.
15. If not consensually resolved, the dispute will be referred to one of the Employee Claims Officers to be resolved in a process directed by such Employee Claims Officer, which process may include:
 - (a) Filing of Reply materials;
 - (b) Questioning on any Affidavits, under oath;
 - (c) Exchange of Written Submissions; and/or
 - (d) Conduct of an oral arbitration hearing

all as may be directed by the assigned Employee Claims Officer.

16. The disputing employee, the Applicant or the Monitor may file any decision of the Employee Claims Officer by way of an Application to this Court returnable within fifteen (15) days of the rendering of any Employee Claims Officer determination.

Schedule "B"

NOTICE TO EMPLOYEES OR FORMER EMPLOYEES 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, 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 26, 2015, the Court granted a further order prescribing a process by which the identity and status of all Employees and the amounts of their claims will be established for purposes of the CCAA proceedings (the "**Employee Claims Process Order**"). A copy of the Employee Claims Process Order may be viewed at www.ey.com/ca/gasfracenergy.

Pursuant to the Employee Claims Process Order, the Monitor, in cooperation with GASFRAC, is required to send a notice to each terminated employee of [GESI, GSGP or GES LP] (the "**Notice to Employee**") indicating the amount of such Employee's claim that GASFRAC is prepared to allow as a claim by such Employee.

Claim Assessed:

GASFRAC HAS REVIEWED ITS RECORDS AND IS PREPARED TO ACCEPT YOUR CLAIM AGAINST [GESI, GSGP or GES LP] AS AN UNSECURED CLAIM IN THE AMOUNT OF \$[INSERT] CAD.

IN THE EVENT THAT YOU AGREE WITH GASFRAC'S ASSESSMENT OF YOUR CLAIM, YOU NEED TAKE NO FURTHER ACTION.

HOWEVER, IF YOU WISH TO DISPUTE GASFRAC'S ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.

Disagreement with Assessment:

The Employee Claims Process Order provides that if an Employee disagrees with the assessment of its claim set out in this Notice to Employee, the Employee must complete and return to the Monitor, a completed Employee Proof of Claim advancing a claim in a different amount and/or claiming secured status if applicable, supported by appropriate documentation. A blank Employee Proof of Claim form is enclosed. The Employee Proof of Claim with supporting documentation disputing the within assessment of your claim must be received by the Monitor, no later than **5:00 p.m. (Mountain Time) on May 7, 2015 or 30 days after your termination.**

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

The Employee 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 3 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 Employee Proof of Claim form is enclosed, however, further copies of the Employee Proof of Claim form may be downloaded at www.ey.com/ca/gasfracenergy.

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

Where an Employee Proof of Claim is sent, GASFRAC with the assistance of the Monitor, will review the Employee Proof of Claim and the Monitor shall provide to the Employee 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 Employee's Claim.

Notice of Dispute by Employee:

The Employees Claims Process Order further provides that where an Employee disputes a Notice of Revision or Disallowance, the Employee must notify the Monitor of the dispute by completing and delivering a Notice of Dispute with an affidavit supporting the 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.

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 DEEMED TO BE FOREVER BARRED AND MAY NOT THEREAFTER BE ADVANCED AGAINST GASFRAC 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"

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

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
RSC 1986, c C-36, as amended

AND IN THE MATTER OF EMPLOYEE CLAIMS AS AGAINST
GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES
GP INC. and GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP

Employee Proof of Claim

For Claims Arising From Employment

(See Reverse for Instructions)

Regarding the claim of _____ (referred to in this form as "the
creditor")
(name of employee)

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
2. I have knowledge of all the circumstances connected with the claim referred to in this form.
3. The details of my employment with GASFRAC include the following:
 - (a) Date of Commencement of Employment _____
 - (b) Date of Termination of Employment _____
 - (c) Position at Termination _____
 - (d) Salary (including bonuses) at Termination _____
 - (e) Age at Termination (optional) _____
 - (f) Entity of Employment _____
4. Since my Termination, I (have/have not) arranged alternate employment (provide details).

5. I claim entitlement to a Claim in the sum of \$ _____, the details and calculation of which are as follows (attach further details if more space is required):

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 Employee Proof of Claim Forms

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

Employee Proof of Claim:

1. The person signing the form must have knowledge of the circumstances connected with the claim.
2. 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 Employee Proof of Claim, by May 7, 2015 or 30 days after your termination, to both GASFRAC and the Monitor at the below addresses:

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

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 or 30 days after your termination will, unless otherwise ordered by the Court of Queen's Bench of Alberta, be barred and may not thereafter be advanced against GASFRAC.]

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

**FOR CREDITORS OF GASFRAC ENERGY SERVICES INC.,
GASFRAC SERVICES GP INC. or GASFRAC ENERGY SERVICES
LIMITED PARTNERSHIP (collectively "GASFRAC")**

Claim Reference Number: _____

TO: _____
(Name of Employee)

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 26, 2015 (the "Employee Claims Procedure Order"). All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Employee Claims Procedure Order dated March 26, 2015, the Applicants and Ernst & Young Inc., in its capacity as Court-appointed Monitor of GASFRAC, hereby gives you notice that it has reviewed your Employee Proof of Claim in conjunction with the Employee Claims Process and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Employee Claims Procedure Order, your Claim will be allowed as follows:

Claim as Submitted (\$CDN)	Revised Claim as Accepted by Monitor and Applicants (\$CDN)	Unsecured (\$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 and supporting Affidavit (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the address below.

Ernst & Young Inc.
In its capacity as the Court appointed
Monitor of GASFRAC
Attention: 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

IF YOU FAIL TO FILE YOUR NOTICE OF DISPUTE AND SUPPORTING AFFIDAVIT 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.

A blank Notice of Dispute is enclosed for your reference.

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 "E"

NOTICE OF DISPUTE FOR AN EMPLOYEE CLAIM

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

Pursuant to the Employee Claims Process Order dated March 26, 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 EMPLOYEE: _____

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.
in its capacity as the Court appointed
Monitor of GASFRAC
Attention: 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

IN ADDITION, YOU MUST SERVE THE MONITOR WITH AN AFFIDAVIT SETTING OUT THE BACKGROUND OF YOUR DISPUTE.

IF YOU:

FAIL TO DELIVER TO THE MONITOR YOUR DISPUTE NOTICE AND SUPPORTING AFFIDAVIT WITHIN FIFTEEN (15) BUSINESS DAYS AFTER RECEIPT OF THE NOTICE OF REVISION OR DISALLOWANCE

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.