Form 49
[Rule 13.19]

CLERK OF THE COURT
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JUN 22 2015
CALGARY, ALBERTA

Clerk's Stamp

COURT FILE NUMBER	**1501-03396**
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICES (US) INC., GASFRAC US HOLDINGS INC. and GASFRAC INC.**
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Josef G.A. Krüger, Q.C./Robyn Gurofsky Borden Ladner Gervais LLP 1900, 520 3rd Ave. S.W. Calgary, AB T2P 0R3 Telephone: (403) 232-9774 Facsimile: (403) 266-1395 Email: JKruger@blg.com/RGurofsky@blg.com File No. 441817-000015

AFFIDAVIT OF LORI MCLEOD-HILL

Sworn on June 22, 2015

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

1. I am the Chief Financial Officer of GASFRAC Energy Services Inc. ("**GESI**"), which is the 100% parent company of GASFRAC Services GP Inc. ("**GSGP**") and the 99.99865% owner of GASFRAC Energy Services Limited Partnership ("**GES LP**"), GASFRAC Energy Services (US) Inc. ("**GUS**"), GASFRAC US Holdings Inc. ("**Holdings**") and GASFRAC Inc. ("**GI**"). GESI, GSGP, GES LP, GUS, Holdings and GI are sometimes hereinafter referred to collectively as the "**Company**".

2. As a result of the foregoing, I have personal knowledge of the facts and matters deposed to herein except where stated to be based on information and belief, and where so stated I do verily believe the same to be true.

3. I am authorized by the Company to swear this Affidavit.

The Plan

4. The Company filed its plan of compromise and arrangement (the "**Plan**") with this Honourable Court and on May 13, 2015 the Court granted an order (the "**Creditors' Meeting Order**") authorizing the Company to convene a creditors' meeting on June 22, 2015 (the "**Creditors' Meeting**") to consider and vote on the Plan.

5. As previously outlined in the Affidavit of Leigh Cassidy sworn in these proceedings on May 7, 2015, the Plan was prepared by the Company in consultation with the Monitor, legal counsel and Calfrac Well Services Ltd. ("**Calfrac**") who is effectively the Plan sponsor. The Plan contemplates, among other things, that:

   (a) The unsecured creditors, with the exception of the Subordinated Debentureholders (as defined in the Plan), will receive 100% of their proven claims valued as of the date of the Initial Order;

   (b) The Subordinated Debentureholders will ultimately receive a distribution of the remaining funds held by the Monitor in an amount greater than what they would receive if the Plan is not implemented;

   (c) All issued and outstanding shares of GESI will be cancelled for no consideration;

   (d) Holdings, GUS, GI and Gasfrac Luxembourg Finance S.a.r.l. (a Gasfrac entity incorporated in Luxebourg) will be wound up; and

   (e) A new class of shares of GESI will be created and 100 shares of the new class will be issued to Calfrac or its nominee.

6. I do verily believe that the Plan will produce a better result for the Subordinated Debentureholders than the next most likely alternative, being a distribution of the net proceeds

from the sale of certain of its assets to STEP Energy Inc., previously approved by this Court, and possibly a bankruptcy. The Plan provides additional funds for distribution to the Subordinated Debentureholders that would not otherwise be available, thereby maximizing value for the benefit of those creditors. I understand from discussions with the Monitor and a review of its Seventh Report to Court that the Monitor agrees with this assessment.

The Creditors' Meeting

7. In accordance with the Creditors' Meeting Order, the Company convened the Creditors' Meeting on June 22, 2015 at 10:00 a.m. at the offices of Borden Ladner Gervais LLP. I understand from the Monitor that the requisite majority of creditors have voted in favour of the Plan.

8. Given the fact that the unsecured creditors are receiving 100% of their allowed claim and given the fact that the Subordinate Debentureholders are to receive a greater recovery under the Plan, I believe that the Plan is fair and reasonable in the circumstances.

Wavier of Quorum and Deletion of Creditor Class

9. Under the Plan, the unsecured creditors are divided into seven separate classes, being the GESI class, the GSGP class, the GES LP class, the Holdings class, the GI class, the GUS class and the Subordinated Debentureholder class. I understand that the Court approved these classes pursuant to the Creditors' Meeting Order.

10. After obtaining the Creditors' Meeting Order, reviewing the Company's books and records and the claims submitted in the Court approved claims process, the Monitor and I realized that GSGP does not have any creditors.

11. Further, upon tallying the votes at the Creditors' Meeting, no creditors voted in the Holdings class or the GUS class, either in person or by proxy. Upon reviewing the list of creditors who submitted proofs of claim in these two classes, I note that there are only three creditors in these two classes, whose claims will disputed by the Company and the Monitor and the U.S. If the claims are successfully disputed, these creditors will receive nothing. If they are unsuccessfully disputed, they will receive 100% of the claim allowed by the Court (or settled by the parties).

12. I am advised by my legal counsel and do verily believe that the Creditors' Meeting Order states that quorum required at the Creditors' Meeting is one creditor voting in each class, present in

person or by proxy. Further, if the requisite quorum is not present at the Creditors' Meeting, then the meeting is to be adjourned by the Chair to a later date, time and place designated by the Chair.

13. Given the unique circumstances of this particular case, whereby the unsecured creditors (excepting the Subordinated Debentureholders) are to receive 100% of their allowed claims, I do not believe it would be fair in the circumstances to the other creditors voting and in particular, the Subordinated Debentureholders, to undergo the expense and delay associated with an adjournment of the Creditors' Meeting. As there are no creditors in the GSGP class and no creditors voting in the GUS and Holdings classes, an adjournment of the meeting would in any event, serve no purpose.

14. I do not believe there is any prejudice if the Court waives the quorum requirement for the Holdings class and the GUS class, nor do I believe there is any prejudice if the Court amends the Plan to delete the GSGP class. In fact, I believe the Subordinated Debentureholders would be prejudiced if the quorum requirement was not waived, as the cost associated with the adjournment and scheduling of another meeting would reduce the funds available for distribution to the Subordinated Debentureholders.

15. I have discussed this issue with the Monitor and understand that the Monitor is supportive of the Company's request for the Court to waive the quorum requirement for the GUS and Holdings classes, and to delete the GSGP class, as set out above.

Subsequent Claims Process

16. The Plan contemplates that the Company will undertake a Subsequent Claims Procedure, to ensure that all claims arising after January 15, 2015 (the initial filing date) are captured, paid out to the extent appropriate, and fully and finally released and discharged in accordance with the terms of the Plan. As such, the Company, with the assistance of Calfrac and the Monitor, has prepared documentation to support the Subsequent Claims Procedure, the Canadian versions of which are attached hereto as **Exhibit "A"** to this my Affidavit. In particular, Exhibit "A" includes: (i) the Claims Process, (ii) the Notice to Creditors of Subsequent Claims Procedure, (iii) the Proof of Claim form, (iv) the Notice of Revision or Disallowance form, (v) the Notice of Dispute form and (vi) a draft of the Newspaper Notice.

17. The claims bar date proposed for the subsequent claims process is July 30, 2015.

18. It is contemplated that a similar process will be run with respect to the U.S. Gasfrac entities (GUS, Holdings and GI) with the same or similar subsequent claims bar date.

Plan Implementation and Stay Extension

19. There are a number of conditions precedent to Plan implementation, which are set out in paragraph 9.1 of the Plan. The Company requires some time to undertake each of the conditions precedent. Further, the Company requires some time to resolve certain disputed claims in the original claims process, as well as to run and potentially resolve claims in the Subsequent Claims Procedure.

20. As such, the Company is requesting an extension of the stay of proceedings, which currently expires on July 6, 2015, to September 30, 2015.

21. I believe the Company has been acting in good faith and with due diligence in these proceedings and that the extension of the stay is appropriate in the circumstances.

Relief Requested

22. I make this Affidavit in support of, among other things, an order sanctioning the Plan, waiving the quorum requirement for the GUS class and the Holdings class, amending the Plan to delete the GSGP class, approving the Subsequent Claims Procedure and extending the stay of proceedings to September 30, 2015.

SWORN BEFORE ME at Calgary, Alberta, this 22 day of June, 2015.

Commissioner for Oaths in and for the Province of Alberta

ROBYN GUROFSKY
BARRISTER & SOLICITOR

L. J. McLeod-Hill

LORI MCLEOD-HILL

SCHEDULE "A"

SUBSEQUENT CLAIMS PROCEDURE

DEFINITIONS

1. For purposes of this Subsequent Claims Procedure, 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) **"BIA"** means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;

   (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) **"Claims Process"** means the Claims Process approved by the Court in Action No. 1501-00396 on March 16, 2015;

   (g) **"Post-Filing Claim"** means (i) any right or claim of any Person (including any Tax Claim) arising on or after the Filing Date and up to and including the Plan Implementation 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 or termination 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

This is Exhibit "A" referred to in the Affidavit of Lori Mcleod-Hill

Sworn before me this 22 Day of June A.D.2015

A Commissioner for Oaths in and for the Province of Alberta

ROBYN GUROFSKY
BARRISTER & SOLICITOR

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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, for clarity, any claim that was made or that could have been made in the Claims Process cannot be and is not a Post-Filing Claim;

(h) **"Subsequent Claims Bar Date"** means 5:00 p.m. (Mountain Time) on July 30, 2015;

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

(j) **"Subsequent Claims Procedure"** means the procedures outlined herein for the Subsequent Claims Procedure in connection with the assertion of Post-Filing Claims against one or more of the Applicants;

(k) **"Subsequent Claims Procedure Order"** means the Order granted by the Honourable Justice K.M. Eidsvik of the Court on June 24, 2015 approving the Subsequent Claims Procedure;

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

(m) **"Subsequent Creditor"** means any Person asserting a Post-Filing Claim;

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

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

(p) **"Known Subsequent Creditor"** means a creditor whom the books and records of the Applicants disclose have a Post-Filing Claim against any one of the Applicants;

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

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

(s) **"Notice of Dispute"** means the notice that may be delivered by a Subsequent 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 Subsequent Claims Procedure Order as Schedule "E";

(t) **"Notice of Revision or Disallowance"** means the notice that may be delivered to a Creditor revising or rejecting such Subsequent Creditor's Post-Filing 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 Subsequent Claims Procedure Order as Schedule "D";

(u) **"Notice to Creditor"** means the letter regarding completion of a Proof of Claim, substantially in the form attached hereto as Schedule "B";

(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) **"Plan Implementation Date"** means the date set out in the Monitor's Certificate to be filed by the Monitor under Section 9.2 of the Plan of Compromise and Arrangement of the Debtors, Gasfrac U.S. Holdings Inc., Gasfrac Inc. and Gasfrac Energy Services (U.S.) Inc. (the **"Plan"**) (and currently estimated to be on or about July 2, 2015);

(x) **"Proof of Claim"** means the form to be completed and filed by a Subsequent Creditor setting forth its Post-Filing Claim, which Proof of Claim in either case shall be substantially in the form attached to the Subsequent Claims Procedure Order as Schedule "C";

(y) **"Proven Claim"** means the amount, status and/or validity of the Post-Filing Claim of a Subsequent Creditor as finally determined in accordance with this Subsequent Claims Procedure (a Proven Claim will be "finally determined" in accordance with this Subsequent Claims Procedure when (i) the Post-Filing 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 Subsequent Claims Procedure, or (iii) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Post-Filing 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) **"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;

(aa) **"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;

(bb) **"Tax Claim"** means any Post-Filing Claim against any one of the Applicants for the period between the Filing Date and the Plan Implementation 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;

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

NOTICE OF SUBSEQUENT CLAIMS PROCEDURE

2. The Monitor shall cause a Claims Package to be sent to each Known Subsequent Creditor by regular prepaid mail, fax, courier or email on or before July 1, 2015, containing a Notice to Creditor (Schedule "B" to the Subsequent Claims Procedure Order).
3. The Monitor shall cause the Newspaper Notice to be published in the Calgary Herald on or prior to July 10, 2015.
4. The Monitor shall post notice of the Subsequent Claims Procedure on the Website.
5. The Monitor shall cause the Claims Package to be posted on the Website.
6. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

7. Upon the Plan Implementation Date having occurred, the Monitor shall post notice thereof on the Website.

FILING OF PROOFS OF CLAIM

8. Every Subsequent Creditor asserting a Post-Filing Claim against any one of the Applicants in the Subsequent Claims Procedure shall set out its aggregate Post-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 Subsequent Claims Bar Date.

DETERMINATION OF POST-FILING CLAIMS

9. The Applicants shall review each Proof of Claim received by the Subsequent Claims Bar Date, and subject to paragraph 9 shall accept, revise or disallow the Post-Filing Claim with the consent of the Monitor.

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

11. If the Applicants, with the consent of the Monitor, accept the Post-Filing Claim, then such Post-Filing Claim shall be a Proven Claim.

NOTICE OF REVISION OR DISALLOWANCE

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

NOTICE OF DISPUTE

13. Any Subsequent Creditor who disputes the classification or amount of its Post-Filing 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 Subsequent 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 Subsequent Creditor within ten (10) calendar days after sending the Notice of Dispute to the Monitor.

14. Any Subsequent Creditor who fails to deliver a Notice of Dispute and schedule an application with the Court by the deadlines set forth in paragraph 12 shall be

deemed to accept the classification and the amount of its Post-Filing Claim as set out in the Notice of Revision or Disallowance and such Post-Filing Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

RESOLUTION OF POST-FILING CLAIMS

15. 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 Post-Filing Claim with the Subsequent Creditor.

16. If the Applicants and the Subsequent Creditor consensually resolve the classification and amount of the Post-Filing Claim, the Applicant may accept, with the consent of the Monitor, a revised Post-Filing Claim, and such Post-Filing 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]

RE: NOTICE OF SUBSEQUENT CLAIMS PROCEDURE 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**").

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, and GES LP and the amounts of their claims were 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. The process set out in the Claims Process Order (the "**Original Claims Process**") provided for Creditors of GASFRAC to prove claims existing against GASFRAC as at January 15, 2015 (the "**Filing Date**"), as well as certain claims that arose after the Filing Date as a result of GASFRAC disclaiming or resiliating contracts with Creditors.

On May 13, 2015, the Court authorized GASFRAC to mail to its Creditors a Plan of Compromise and Arrangement providing for payments to the Creditors of GASFRAC (the "**Plan**"). Subject to the provisions of the Plan, it is expected that the Plan will be implemented on or about July 2, 2015 (the "**Plan Implementation Date**") although the exact date on which the Plan Implementation Date will occur is not certain.

On June 24, 2015, the Court granted a further order prescribing a process by which the existence and amount of claims against GESI, GSGP, or GES LP that arose on or after the Filing Date and up to the Plan Implementation Date ("**Post-Filing Claims**") for purposes of the Plan (the "**Subsequent Claims Procedure Order**"). A copy of the Subsequent Claims Procedure Order may be viewed at www.ey.com/ca/gasfracenergy.

ANY CLAIMS THAT WERE FILED OR COULD HAVE BEEN SUBMITTED IN THE ORIGINAL CLAIMS PROCESS CANNOT BE SUBMITTED IN THE SUBSEQUENT CLAIMS PROCEDURE. THE SUBSEQUENT CLAIMS PROCEDURE IS ONLY FOR THE SUBMISSION OF POST-FILING CLAIMS.

All Proofs of Claim for Post-Filing Claims 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

Borden Ladner Gervais LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attn: Jessica Caden
1000, 440 2 Avenue SW
Calgary, AB T2P 5E9
Email: Jessica.Caden@ca.ey.com
Telephone: (403) 205-5153
Fax: (403) 206-5075

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 SUBSEQUENT CLAIMS BAR DATE 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 June, 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*, 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 on or after January 15, 2015 ("Post-Filing 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, and still is indebted to the creditor in the sum of $__________________ as shown by the statement of account attached hereto and marked "Schedule A". Post-Filing Claims should **not** include the value of goods and/or services supplied or claims arising prior to January 15, 2015. If a creditor's claim is to be reduced by deducting any counterclaims 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. **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:

ANY CLAIMS THAT WERE FILED OR COULD HAVE BEEN SUBMITTED IN THE ORIGINAL CLAIMS PROCESS CANNOT BE SUBMITTED IN THIS SUBSEQUENT CLAIMS PROCEDURE. THIS SUBSEQUENT CLAIMS PROCEDURE IS ONLY FOR THE SUBMISSION OF POST-FILING CLAIMS (*i.e.* CLAIMS THAT AROSE ON OR AFTER THE JANUARY 15, 2015 FILING DATE AND UP TO THE PLAN IMPLEMENTATION DATE, WHICH IS CURRENTLY ESTIMATED TO OCCUR ON OR ABOUT JULY 2, 2015).

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".

   Post-Filing Claims should **not** include the value of goods and/or services arising prior to 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 July 30, 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 July 30, 2015 will, unless otherwise ordered by the Court of Queen's Bench of Alberta, be barred and may not thereafter be advanced against GESI, GSGP or GES LP.

SCHEDULE "D"

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 June 24, 2015 (the "Subsequent Claims Procedure Order"). All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Subsequent Claims Procedure Order dated June 24, 2015, the Applicants and Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants, hereby give you notice that it has reviewed your Proof of Claim in conjunction with the Subsequent Claims Procedure and has revised or disallowed your Post-Filing Claim. Subject to further dispute by you in accordance with the Subsequent Claims Procedure Order, your Post-Filing 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:

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SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within fifteen (15) 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 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 "E"

NOTICE OF DISPUTE

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

Pursuant to the Subsequent Claims Procedure Order dated June 24, 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:

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____

____

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) 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) CALENDAR 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.

NOTICE TO CREDITORS OF

GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC. and GASFRAC ENERGY SERVICES LIMITED PARTNERSHIP (collectively referred to as "**GASFRAC**")

On January 15, 2012, GASFRAC applied for and received protection from their creditors by virtue of an order of the Court of Queen's Bench of Alberta (the "**Court**") granted pursuant to the Companies Creditors' Arrangements Act (the "**CCAA**"). The Court also appointed Ernst & Young Inc. as the Monitor (the "**Monitor**") of GASFRAC in these proceedings.

On March 16, 2015, the Court granted a further order establishing a process (the "**Original Claims Process**") by which the identity and status of all creditors of GASFRAC will be established for purposes of the CCAA Proceedings (the "**Claims Process Order**").

On May 13, 2015, the Court authorized GASFRAC to mail to its Creditors a Plan of Compromise and Arrangement providing for payments to the Creditors of GASFRAC (the "**Plan**"). Subject to the provisions of the Plan, it is expected that the Plan will be implemented on or about July 2, 2015 (the "**Plan Implementation Date**") although the exact date on which the Plan Implementation Date will occur is not certain.

On June 24, 2015, the Court granted a further order prescribing a process by which the existence and amount of claims against GESI, GSGP, or GES LP that arose on or after the Filing Date and up to the Plan Implementation Date ("**Post-Filing Claims**") for purposes of the Plan (the "**Subsequent Claims Procedure Order**") could be determined. A copy of the Subsequent Claims Procedure Order may be viewed at www.ey.com/ca/gasfracenergy.

ANY CLAIMS THAT WERE FILED OR COULD HAVE BEEN SUBMITTED IN THE ORIGINAL CLAIMS PROCESS CANNOT BE SUBMITTED IN THE SUBSEQUENT CLAIMS PROCEDURE. THE SUBSEQUENT CLAIMS PROCEDURE IS ONLY FOR THE SUBMISSION OF POST-FILING CLAIMS.

Capitalized terms not defined in this notice are as defined in the Subsequent Claims Procedure Order as available from the Monitor's office at (403) 206-5153 or available on the Monitor's website at www.ey.com/ca/gasfracenergy (the "**Monitor's Website**")

Pursuant to Subsequent Claims Procedure Order, the Monitor was required by July 1, 2015 to send a Claims Package to each Known Subsequent Creditor.

A SUBSEQUENT CREDITOR HAVING A CLAIM AND RECEIVING A CLAIMS PACKAGE MUST FILE A PROOF OF CLAIM FORM ESTABLISHING THEIR POST-FILING CLAIM WITH THE MONITOR, WITH A COPY TO GASFRAC, BEFORE JULY 30, 2015.

All claims must be made in the prescribed "Proof of Claim" form and must be received by the Monitor, with a copy to GASFRAC, together with the required supporting documentation, such as contracts, debentures, cancelled cheques, bills of sale, receipts, or invoices in support of their claim, no later than 5:00 p.m. (Mountain Time) on July 30, 2015 (the "**Subsequent Claims Bar Date**") to:

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

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

Additional copies of Proofs of Claim can also be obtained from the Monitor's website or the address listed above.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE SUBSEQUENT CLAIMS BAR DATE WILL BE <u>BARRED</u> AND <u>EXTINGUISHED</u> FOREVER UNLESS OTHERWISE ORDERED BY THE COURT.

Ernst & Young Inc.
Monitor of GASFRAC