Form 27

CLERK OF THE COURT
FILED
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JUN 2 2 2015
CALGARY, ALBERTA

COURT FILE NUMBER	**1501-00396**
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICES (US) INC., GASFRAC US HOLDINGS INC. and GASFRAC INC.**
DOCUMENT	**APPLICATION** **Stay Extension and Sanction Order**
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

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	Wednesday, June 24, 2015
Time	1:30 p.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:

   (a) An order, among other things, sanctioning and granting final approval of the Plan of Compromise and Arrangement (the "**Plan**") filed on behalf of Gasfrac Energy Services Inc. ("**GESI**"), Gasfrac Services GP Inc. ("**GSGP**"), Gasfrac Energy Services Limited Partnership ("**GESLP**"), Gasfrac Energy Services (US) Inc. ("**GUS**"), Gasfrac US Holdings Inc. ("**Holdings**") and Gasfrac Inc. ("**GI**") (GESI, GSGP, GESLP, GUS, Holdings and GI are sometimes collectively referred to herein as the "**Applicants**") substantially in the form of order attached hereto as Schedule "B";

   (b) An order, among other things, approving the Subsequent Claims Procedures contemplated in the Plan, substantially in the form of order attached hereto as Schedule "C";

   (c) An extension of the stay of proceedings from July 6, 2015 to September 30, 2015;

   (d) A waiver of the quorum requirement set out in paragraph 26 of the Meeting Order, in respect of the GUS Creditor Class and the Holdings Creditor Class;

   (e) An amendment to the Plan to delete the GSGP Creditor Class; and

   (f) Such further and other relief as Counsel may advise and this Honourable Court permit.

Grounds for making this application:

2. The Applicants have worked diligently and in good faith with the Monitor and legal counsel to develop the Plan.

3. The Plan was put to a vote by each of the Creditor Classes (as defined in the Plan") at a meeting held on June 22, 2015 in accordance with Creditors' Meeting Order granted in these proceedings on May 13, 2015.

4. The creditors of each of GESI, GESLP, GI and the Subordinated Debentureholder classes voted overwhelmingly in favour of the Plan with 100% of creditors voting in favour in person or by proxy in the GESI GESLP and GI Classes, and 99.8% of creditors voting in favour in person or by proxy in the Subordinated Debentureholder Class.

5. No creditors from the GUS and Holdings Creditor Classes attended the Creditors' Meeting to vote on the Plan. Further, there are no creditors in the GSGP Creditor Class. Because the creditors of the remaining classes, being the GESI, GESLP and GI Creditor Classes holding Affected Unsecured Claims voted 100% in favour of the Plan and are each anticipated to receive 100% of their Allowed Affected Unsecured Claim, it is fair and reasonable to waive the quorum requirement established pursuant to paragraph 26 of the Meeting Order and sanction the Plan for the benefit of the Subordinated Debentureholder Creditor Class who voted overwhelmingly in favour of the Plan and who are anticipated to receive greater recoveries under the Plan than through an ordinary distribution if the Plan is not sanctioned. The Monitor is supportive of the quorum requirement waiver in respect of GUS and Holdings Creditor Classes and the deletion of the GSGP Creditor Class.

6. The Plan is supported by the Applicants and the Monitor and is fair and reasonable under the circumstances.

7. 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 July 6, 2015. An extension of the stay of proceedings to September 30, 2015 is necessary to allow the Applicants to implement the Plan, undertake the Subsequent Claims Procedures and resolve any Disputed Claims.

8. The Applicants have acted and continue to act in good faith and with due diligence in the within CCAA proceedings.

9. 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.

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

Material or evidence to be relied on:

11. The Affidavit of Lori McLeod-Hill, sworn June 22, 2015;

12. The Eighth Report of the Monitor, dated June 22, 2015; and

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

Applicable rules:

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

Applicable Acts and regulations:

15. *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended;

16. *Business Corporations Act*, RSA 2000, c. B-9;

17. *Judicature Act*, RSA 2000, c J-2; and

18. Such further and other acts and regulations as Counsel may advise and this Honourable Court 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, 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.

COURT FILE NUMBER	**1501-00396**
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICES (US) INC., GASFRAC US HOLDINGS INC. and GASFRAC INC.**

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SCHEDULE "B"

COURT FILE NUMBER	**1501-00396**
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Calgary
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS COROPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF GASFRAC ENERGY SERVICES INC., GASFRAC SERVICES GP INC., GASFRAC ENERGY SERVICE (US) INC., GASFRAC US HOLDING INC. and GASFRAC INC.**
DOCUMENT	**STAY EXTENSION and SANCTION ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Josef G.A. Kruger, 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: rgurofsky@blg.com File No. 439537-000005

DATE ON WHICH ORDER WAS PRONOUNCED: June 24, 2015

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON THE APPLICATION of Gasfrac Energy Services Inc. ("**GESI**"), Gasfrac Services GP Inc. ("**GSGP**") for itself and on behalf of Gasfrac Energy Services Limited Partnership ("**GESLP**"), Gasfrac U.S. Holdings Inc. ("**Holdings**"), Gasfrac Inc. ("**GI**") and Gasfrac Energy Services (U.S.) Inc. ("**GUS**") (GESI, GSGP, GESLP, Holdings, GI and GUS are sometimes collectively referred to as the "**Applicants**"); **AND UPON** having read the Affidavit of Lori McLeod-Hill sworn on June 22, 2015 and the Eighth Report of Ernst and Young Inc. (the "**Eighth Report**") dated June 22, 2015, in its capacity as the Monitor of the Applicants (the "**Monitor**"), as well as the previous reports of the Monitor filed herein; **AND UPON** having read the pleadings and proceedings had and taken in this action; **AND UPON** hearing the submissions of legal counsel for the Applicants, the Monitor and any other legal counsel in attendance at the hearing of this application; **AND UPON** being advised of the results of the meeting of each of the Creditors of the Applicants (the "**Creditors' Meeting**") and in particular, the voting by the Creditors to approve the plan of arrangement and compromise for the Applicants (the "**Plan**");

IT IS HEREBY ORDERED THAT:

Capitalized Terms

1. Capitalized terms not otherwise defined herein shall, unless stated to be otherwise, have the meaning ascribed to them in the Plan.

Service

2. Service of notice of this application is hereby abridged so that the application is properly returnable today and, further, that any requirement for service of the application and supporting materials upon any party not served is hereby dispensed with.

Stay Extension

3. The stay of proceedings granted in these proceedings shall be extended from July 6, 2015 to September 30, 2015.

Sanction of Plan

4. Each of the Applicants has complied in all material respects with the provisions of the CCAA and the previous Orders of this Honourable Court granted in these proceedings and have not done or purported to do anything that is not authorized by the CCAA.

5. The Plan has been agreed to and approved by the Required Majorities of each class of Creditors in accordance with the requirements of the CCAA and the Creditors' Meeting Order granted in these proceedings on May 13, 2015 (the "**Meeting Order**") (except as provided for herein).

6. The Plan and the transactions contemplated therein are found to be fair and reasonable to the Creditors, in the best interests of the Applicants and all affected parties, and the Plan is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA.

Waiver of Quorum and Deletion of Creditor Class

7. The Plan is hereby amended as follows:

(a) The GSGP Class shall be removed from the definition of Affected Unsecured Creditors Classes in Schedule "A" of the Plan and for greater certainty, the definition of Affected Unsecured Creditors Classes shall mean "the classes of Affected Unsecured Creditors entitled to vote on this Plan at the Meetings in accordance with the terms of the Meeting Order, which, for certainty are (as each such class is further described in Section 3.2): (i) the GESI Class, (ii) the GESLP Class, (iii) the Holdings Class, (iv) the GI Class, (v) the GUS Class and (vi) the Subordinated Debentureholder Class and "**Affected Unsecured Creditors Class**" means any one of them."

(b) Section 3.2 of the Plan shall be amended such that the list of Affected Unsecured Creditors Class shall not include the GSGP Class, and the list of Affected Unsecured Claims shall not include the Affected Unsecured Claims against GSGP.

8. Paragraph 18 of the Meeting Order is hereby amended to reflect the amendments to the Plan as more particularly outlined above in paragraph 7 of this Order. In particular, paragraph 18 shall be deleted in its entirety and replaced with the following:

> 18. For the purposes of voting to approve the Plan (a) there shall be six (6) classes of Affected Unsecured Creditors established in the Plan, (i) the GESI Class, comprised of all Affected Unsecured Creditors with Affected Unsecured Claims against GESI (excluding the Subordinated Debentureholders and the Affected Unsecured Claims by Subordinated Debentureholders); (ii) the GESLP Class, comprised of all Affected Unsecured Creditors with Affected Unsecured Claims against GSGP; (iii) the Holdings Class, comprised of all Affected

Unsecured Creditors with Affected Unsecured Claims against Holdings; (iv) the GI Class, comprised of all Affected Unsecured Creditors with Affected Unsecured Claims against GI; (v) the GUS Class, comprised of all Affected Unsecured Creditors with Affected Unsecured Claims against GUS; (vi) the Subordinated Debentureholder Class, comprised of all Affected Unsecured Creditors with Affected Unsecured Claims by Subordinated Debentureholders, and (b) the value of the Voting Claims of the Company's Creditors shall be established in accordance with the provisions of this Creditors' Meeting Order, the Claims Process Order, the Plan and any further order of this Honourable Court.

9. The quorum requirement as set out in paragraphs 26 and 27 of the Meeting Order is hereby waived as regards the Holdings Class and the GUS Class and the Creditors' Meeting as constituted and the votes tabulated at the Creditors' Meeting in respect of the Plan are deemed to have complied in all material respects with the provisions of the CCAA and the Creditors' Meeting Order notwithstanding that quorum was not present in respect of Holdings and GUS.

Plan Implementation

10. On the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and reorganizations effected thereby are approved, binding and effective as set out in the Plan, upon each of the Applicants, all Creditors and all other Persons.

11. The Plan shall be implemented and the steps to be taken and the compromises and releases set out in the Plan shall be deemed to be effected in the specified sequence set out in Section 5.2 of the Plan beginning at the Effective Time on the Plan Implementation Date, provided that the Conditions Precedent to implementation of the Plan set out in Section 9.1 are completed prior to or at the Effective Time, unless otherwise waived by the Applicants and Calfrac in accordance with Section 9.1 of the Plan.

12. Beginning as of the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are hereby approved,

binding and effective as set out in the Plan and with respect to the Applicants, all Affected Creditors, the Directors and Officers, the Released Parties and all other Persons named, referred to or affected by the Plan.

13. The Applicants are hereby authorized to transfer the Cash Pool to the Monitor who shall thereafter hold such amounts for the benefit of Affected Creditors and those Unaffected Creditors whose Unaffected Claims are being paid in connection with the Plan. Any amounts transferred by the Applicants to the Monitor and/or Residual Trustee for payments to an Affected Creditor or an Unaffected Creditor in accordance with the provisions of the Plan shall be deemed to be made by the Applicants when delivered to the Monitor and/or Residual Trustee. All payments to Affected Unsecured Creditors and Unaffected Creditors under the Plan shall be satisfied solely from the Cash Pool.

14. Upon the conclusion of the Claims Process approved by the Court pursuant to the Claims Procedure Order and the Subsequent Claims Procedures (to be approved by the Court) (or at such other time as may be deemed appropriate by the Monitor), the Monitor is hereby authorized and directed to pay in cash from the Cash Pool (or set aside a reserve in trust for such payments) all payments to Unaffected Creditors and Affected Unsecured Creditors in accordance with Section 5.2 of the Plan.

15. The Persons to be appointed to the board of directors of GESI and GSGP on the Plan Implementation Date shall be the Persons named on a certificate to be filed with the Court by GESI and GSGP prior to the Plan Implementation Date.

Amendment of Articles

16. In accordance with this Order and the steps outlined in the Plan, the Articles of Amalgamation of GESI shall be amended upon implementation of the Plan pursuant to Section 192 of the *Business Corporations Act*, RSA 2000, c B-9 in accordance with the Articles of Reorganization appended as Schedule "C" to the Plan, which are hereby approved, to:

(a) add a new class of shares to the authorized share capital of GESI (the New Shares), having the rights, privileges, restrictions and conditions as set forth in the Articles of Reorganization;

(b) fully, finally and irrevocably cancelling all issued and outstanding Securities of GESI and all Equity Interests (other than the issued and outstanding New Shares and Preserved Equity Interests) for no consideration and without the consent of the holders thereof;

(c) fully, finally and irrevocably cancelling the existing class of common shares of GESI as a class of shares of the Corporation;

(d) provide that no Securities of GESI (other than non-convertible debt securities of GESI) be transferred without approval of the board of directors of GESI; and

(e) provide for a minimum of one and maximum of five directors of GESI.

Disputed Distribution Claims Reserve

17. The amount of the Disputed Distribution Claims Reserve is hereby confirmed as at the date of this Order as $21,574,818.38, as further described in the Eighth Report. The Disputed Distribution Claims Reserve shall be held by the Monitor separately from the Cash Pool, however, the Monitor is authorized to reduce the Disputed Distribution Claims Reserve as the Disputed Claims are settled or otherwise resolved.

Continuation of Agreements

18. Subject to the performance by the Applicants of their obligations under the Plan, and except as provided for in the Plan, those obligations, agreements or leases to which the Applicants or any one of them are a party on the Plan Implementation Date which are listed in Schedule "A" hereto shall be and remain in full force and effect, unamended as at the Plan Implementation Date and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:

(a) of any event which occurred prior to and not continuing after, the Plan Implementation Date, or which is or continues to be suspended or waived under this Plan, which would have entitled any other party thereto to enforce those rights or remedies;

(b) that the Applicants have sought or obtained relief or have taken steps as part of the Plan or otherwise under the CCAA;

(c) of any default or event of default arising as a result of the financial condition or insolvency of the Applicants;

(d) of the effect upon the Applicants of the completion of any of the transactions contemplated under the Plan; or

(e) of any compromises, settlements, restructurings, recapitalizations or reorganizations effected pursuant to the Plan.

Monitor's Duties and Subsequent Discharge

19. The Monitor is hereby authorized to perform its functions and to fulfil its obligations under the Plan to facilitate the implementation of the Plan.

20. The Monitor as Residual Trustee is hereby authorized to perform its functions and fulfil its duties and obligations under the Trust Agreement to properly administer the U.S. Debtors' Residual Assets for the benefit of Cash Pool, and therefore the Affected Unsecured Creditors and the Unaffected Creditors.

21. The actions, conduct and activities of the Monitor outlined in the Monitor's Eighth Report and in all of the previous reports filed by the Monitor in these proceedings are hereby approved and it is hereby declared that the Monitor has exercised all of its powers and performed all of its duties and functions honestly, in good faith and in compliance with the Code of Ethics referred to in section 13.5 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-6.

22. Upon completion by the Monitor of its duties in respect of the Applicants pursuant to the CCAA and the Orders granted in these proceedings, including without limitation, the Monitor's duties in respect of the Claims Process and Subsequent Claims Procedures and the distribution of the Cash Pool in accordance with the terms of the Plan, the Monitor shall file with the Court a

certificate of Plan termination ("**Plan Termination Certificate**") stating that all of its duties in respect of the Applicants pursuant to the CCAA and the Orders granted in these proceedings have been completed and thereupon, the Monitor shall be deemed to be discharged from its duties as Monitor of the Applicants and shall thereafter have no further liabilities, obligations, responsibilities or duties under the Initial Order or otherwise in respect of these proceedings.

23. Upon the filing of this Order and the Plan Termination Certificate, the Monitor, its affiliates and their respective officers, directors, employees, and agents, attorneys and solicitors for the Monitor (collectively, the "**Monitor Parties**" and each a "**Monitor Party**") will be released and forever discharged from any and all claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of a Monitor Party in any way relating to, arising out of or in respect of the performance or intended performance of the Monitor's mandate or any activity related thereto in these CCAA proceedings, save and except for any claim against a Monitor Party arising out of any gross negligence or wilful misconduct on the part of that Monitor Party.

24. No action or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in these CCAA proceedings shall be commenced against a Monitor Party except with prior leave of this Court and on prior written notice to the Monitor Party and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with any proposed action or proceeding.

Release

25. Upon the filing of this Order, the Applicants, their shareholders, employees, servants and agents and the attorneys and solicitors for the Applicants (collectively, the "**Applicant Parties**") will be fully, finally, irrevocably and unconditionally released and forever discharged from: (i) any and all Claims, and (ii) any and all liabilities, obligations and claims, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising out of, or in any way related to, in whole or in party, directly or indirectly these CCAA proceedings or otherwise in accordance with the Plan and the ability of any Person to proceed against the Applicant Parties or any of the Released Parties in respect of or relating to any Claims and any matter which is released pursuant to Article 7 of the Plan shall be forever discharged and

restrained and all proceedings with respect thereto are hereby permanently stayed, subject only to the right of Affected Creditors to receive distributions from the Cash Pool pursuant to the Plan in respect of their Affected Claims in accordance with Article 7 of the Plan. For greater clarity, the only remaining rights and entitlements of Creditors after the Plan Implementation Date shall be to receive distributions from the Cash Pool with respect to Allowed Affected Unsecured Creditors. All payments or distributions made from the Cash Pool by the Monitor shall constitute full and final payment or distribution and satisfaction of all Claims of the Applicants.

26. Without limiting anything in the Claims Procedure Order or the Subsequent Claims Procedure Orders,

(a) any Creditor who failed to prove claims or successfully dispute any of the Applicants' assessment of their claims in accordance with the Claims Procedure Order or the Subsequent Claims Procedure Orders, on their own behalf or on behalf of their respective present or former employees, agents, officers, directors, principals, spouses, dependents, heirs, attorneys, successors, assigns and legal representatives; and

(b) any Unaffected Creditor or Allowed Affected Unsecured Creditors whose claims are to be paid by the Monitor from the Cash Pool in accordance with the Plan are, conditional upon such payments being made, on their own behalf and on behalf of their respective present or former employees, agents, officers, directors, principals, spouses, dependents, heirs, attorneys, successors, assigns and legal representatives,

permanently and forever barred, estopped, stayed and enjoined, on and after the date hereof, with respect to Claims, from:

(a) Commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever, including without limitation, administrative proceedings, against any of the Applicants;

(b) Enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Applicants or any of the Applicants' property;

(c) Commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever against any person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against any of the Applicants; and

(d) Creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind.

Termination of Charges

27. All Charges provided for in the Initial Order and any subsequent Order granted in these proceedings, including but not limited to the Administration Charge, the Directors' Charge, the Critical Suppliers' Charge, the Financial Advisor Charge and the KERP Charge will be fully and finally terminated, discharged and released as of 11:59 p.m. on the Plan Implementation Date.

28. All liens, including all security registrations against any of the Applicants or their property shall be fully discharged and extinguished on the Plan Implementation Date.

Equity Interests

29. All Equity Interests (other than the Preserved Equity Interests and the New Shares) shall be fully, finally and irrevocably cancelled in accordance with the terms of the Plan.

Further Advice and Direction

30. Notwithstanding the foregoing, the Applicants, the Monitor and any other interested party are hereby granted leave to apply to this Court for such further advice, direction or assistance as may be necessary or give effect to the terms of this Order.

General

31. The Applicants shall serve a copy of this Order on the Service List and service on the Service List shall be deemed effective service of this Order.

32. Notwithstanding:

(a) the pendency of these proceedings;

(b) a bankruptcy of any of the Applicants; and

(c) the provisions of any federal or provincial statute,

none of the transactions contemplated by this Order will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, transfers at undervalue or other reviewable transactions under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislations, and they do not constitute conduct meriting an oppression remedy and shall be binding on a trustee in bankruptcy in respect of any one of the Applicants.

33. Each of the Applicants and the Monitor in its capacity as Monitor and Foreign Representative of the U.S. Debtors are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including without limitation the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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JUSTICE K.M. EIDSVIK

Clerk's Stamp

SCHEDULE "C"

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,* 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.**
DOCUMENT	**SUBSEQUENT CLAIMS PROCEDURE ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Josef G.A. Kruger/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

DATE ON WHICH ORDER WAS PRONOUNCED: June 24, 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 subsequent claims procedure as outlined in Schedule "A" hereto (the "**Subsequent Claims Procedure**") and subsequent bar date for Subsequent 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 June 22, 2015; **AND UPON** having read the Eighth Report of Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") of the Applicants, dated June 22, 2015; **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 Subsequent Claims Procedure.

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 PROCEDURE FOR SUBSEQUENT CREDITORS OF U.S. APPLICANTS

3. This Order establishes the Subsequent Claims Procedure only for GESI, GSGP and GES LP. GESI US, Holdings and GI (together, the "U.S. Applicants") shall establish a subsequent 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 PROCEDURE

4. The Subsequent Claims Procedure as set forth in the attached Schedule "A" for determining Post-Filing Claims of Subsequent Creditors is hereby approved, and the Applicants, in consultation with the Monitor, are authorized and directed to implement the Subsequent Claims Procedure.

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

SUBSEQUENT CLAIMS BAR

6. Any Subsequent Creditor who has received a Notice to Creditors who fails to deliver a Proof of Claim in respect of a Post-Filing Claim, in accordance with this Order and the Subsequent Claims Procedure on or before the Subsequent Claims Bar Date, shall be forever barred, estopped and enjoined from asserting or enforcing any Post-Filing Claim (or filing a Proof of Claim with respect to such Post-Filing Claim) against GESI, GSGP or GES LP and such Post-Filing Claim shall be forever extinguished.

NOTICE SUFFICIENT

7. The publication of the Newspaper Notice, and the posting of the Claims Package and this Subsequent Claims Procedure Order on the Website, and the mailing to the Creditors of the Claims Package in accordance with the Subsequent Claims Procedure and the requirements of this Order shall constitute good and sufficient service and delivery of (i) notice of this Order, and (ii) the Subsequent Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert Post-Filing 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

8. 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 Subsequent Bar Date.

NOTICE OF TRANSFEREES

9. If a Creditor or any subsequent holder of a Post-Filing Claim transfers or assigns that Post-Filing 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 Post-Filing Claim as the holder of such Post-Filing 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 Post-Filing Claim and shall be bound by notices given and steps taken in respect of such Post-Filing Claim in accordance with the provisions of this Order.

NOTICES AND COMMUNICATION

10. 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.

11. 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

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

13. 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

14. 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

15. 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 Post-Filing Claim has been adequately proven, waive strict compliance with the requirements of the Subsequent Claims Procedure and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.

16. 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 Subsequent Claims Procedure, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Subsequent Claims Procedure and this Order.

17. 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.

18. 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 Subsequent Claims Procedure or this Order.

JUSTICE K.M. EIDSVIK

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) **"BIA"** means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;

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

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

   (e) **"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;

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

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

   (h) **"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;

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

   (j) **"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;

   (k) **"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;

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

(m) **"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";

(n) **"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";

(o) **"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";

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

(q) **"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;

(r) **"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);

(s) **"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 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;

(t) **"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";

(u) **"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 appcal or application shall have been dismissed, determined or withdrawn;

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

(w) **"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;

(x) **"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;

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

(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:

____

____

____

____

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:

____

____

____

____

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 BARRED AND EXTINGUISHED FOREVER UNLESS OTHERWISE ORDERED BY THE COURT.

Ernst & Young Inc.
Monitor of GASFRAC