SCHEDULE "A"

Procedures for the Sale and Investment Solicitation Process

On January 15, 2015, GASFRAC Energy Services Inc., GASFRAC Services GP Inc. for itself and in its capacity as general partner of GASFRAC Energy Services Limited Partnership, GASFRAC Energy Services (US) Inc., GASFRAC US Holdings Inc. and GASFRAC Inc. (collectively "**Gasfrac**" or the "**Applicants**") obtained an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* ("**CCAA**") from the Alberta Court of Queen's Bench (the "**Court**"). Gasfrac obtained a temporary restraining order in Texas on January 16, 2015 and has scheduled an application on January 30, 2015 to recognize the Initial Order under chapter 15 of the *United States Bankruptcy Code* ("**ch15**").

On January 23, 2015, Gasfrac applied for and obtained Court approval for the Sale and Investment Solicitation Process (the "**SISP**") set forth herein to determine whether a Successful Bid (as defined below) can be obtained. Gasfrac will take the necessary steps to have SISP recognized under ch15 as soon as practicable.

Set forth below are the procedures (the "**SISP Procedures**") to be followed with respect to the SISP to be undertaken to seek a Successful Bid, and if there is a Successful Bid (as defined below), to complete the transactions contemplated by the Successful Bid.

Defined Terms

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Initial Order. In addition, in these SISP Procedures:

    a. "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the City of Calgary.

    b. "**Secured Creditor**" means PNC Bank Canada Branch or any assignee or purchaser of the PNC Bank Canada Branch loan and security.

    c. "**CIBC**" or the "**Financial Advisor**" means CIBC World Markets Inc.

    d. "**Monitor**" means Ernst & Young Inc.

Sale and Investment Solicitation Process

2. The SISP Procedure set forth herein describes the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Applicants and their assets, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the approval thereof by the Secured Creditor and the Court (collectively, the "**Solicitation Process**"). The Monitor shall supervise the SISP Procedures and in particular shall supervise the Financial Advisor in connection therewith. The Applicants are required to assist and support the efforts of the Monitor and the Financial Advisor as provided for herein. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have jurisdiction to hear and resolve

such dispute.

3. The Solicitation Process will proceed as follows:

a. As soon as reasonably practicable after the granting of an order approving these SISP Procedures, but in any event no later than **January 30, 2015**, the Monitor shall cause a notice of the SISP contemplated by these SISP Procedures and such other relevant information which the Monitor, in consultation with the Financial Advisor and the Applicants, considers appropriate to be published in the *Daily Oil Bulletin* and the Houston Chronicle. At the same time, the Applicants shall issue a press release setting out the notice and such other relevant information they may consider appropriate in form and substance satisfactory to the Monitor, following consultation with the Financial Advisor, with Canada Newswire designating dissemination in Canada and major financial centres in the United States;

b. the Financial Advisor shall prepare and distribute an information package with respect to the Applicants' business and assets (the "**Property**") for distribution to potential bidders by no later than **January 23, 2015** (the "**Information Package**");

c. A Confidential Information Memorandum ("**CIM**") describing the opportunity to acquire all or a portion of the Property will be made available by the Financial Advisor to prospective purchasers that have executed a non-disclosure agreement with the Applicants. The CIM will be available by **January 26, 2015**;

d. In order to participate in the Solicitation Process, each person (a "**Potential Bidder**") must deliver to the Financial Advisor at the address specified in **Appendix "A"** hereto (including by email or fax transmission), and prior to the distribution of any confidential information by the Financial Advisor to a Potential Bidder (including the CIM), an executed non-disclosure agreement in form and substance satisfactory to the Monitor, the Financial Advisor and the Applicants, which shall inure to the benefit of any purchaser of the assets of the Applicants or any investor in the Applicants;

e. A Potential Bidder that has executed a non-disclosure agreement, as described above, will be deemed a "**Qualified Bidder**" and will be promptly notified of such classification by the Financial Advisor;

f. The Financial Advisor shall provide any person deemed to be a Qualified Bidder with a copy of the CIM and access to an electronic data room. The Monitor, the Financial Advisor and the Applicants make no representation or warranty as to the information contained in the CIM or in the electronic data room or any definitive sale agreement with a Successful Bidder executed and delivered by the Applicants;

g. A Qualified Bidder, if it wishes to submit a bid, will deliver written copies of a binding proposal (a "**Qualified Bid**") in the form of an agreement for the acquisition of Gasfrac or its assets, business or undertaking, or any combination thereof, or some other form of transaction including without limitation a refinancing or recapitalization, which agreement must be in a form such that acceptance thereof by Gasfrac will result in a final and binding agreement (a "**Sale Proposal**") to the Financial Advisor, with a copy to the Monitor, at the addresses specified in Appendix "A" hereto (including by email or fax transmission) so as to be received by it not later than 12:00 p.m. (Mountain Standard Time) on **February 24, 2015**, or such other date or time as may be agreed by the Financial Advisor, in consultation with the Monitor, the Applicants and the Secured Creditor (the "**Bid Deadline**"). Late bids will not be considered;

h. A Qualified Bid will be considered as such only if the Qualified Bid complies at a minimum with the following:

   i. it contains a duly executed Sale Proposal;

   ii. it provides written evidence of financial commitment or other evidence of the ability to consummate the sale;

   iii. it is accompanied by a non-refundable deposit (the "**Deposit**") in the form of a certified cheque or wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, (a) if the total consideration is quantifiable, in an amount equal to 10% of that total consideration in the Qualified Bid; or (b) if the total consideration is unquantifiable, in an amount to be determined by the Monitor in consultation with the Financial Advisor and the Applicants payable on demand, which deposit is to be held and dealt with in accordance with these SISP Procedures;

   iv. it is not conditional upon:

      1. the outcome of unperformed due diligence by the Qualified Bidder;

      2. obtaining financing; and/or

      3. any other conditions.

      and is conditional only upon the Approval Order and Recognition Order being issued (as described below).

   v. it is received by the Bid Deadline;

   vi. if any bid would not, by itself (and together with any cash on hand), result in a transaction that is sufficient to fully discharge the Secured Creditor's indebtedness as provided in section 2(j) below, then each such bid must:

      1. contain a condition in favour of Gasfrac providing that such bid must be completed with another bid or bids concurrently, such that the completion of all such bids in the aggregate would have the

same result as a single bid which qualifies as a Successful Bid hereunder;

2. provide that the closing of such bid shall be completed in escrow until all of the other bids which in the aggregate would have the same result as a single bid which qualifies as a Successful Bid hereunder are also completed; and

vii. it remains irrevocably open for acceptance until March 17, 2015 or such other date on which the Approval Motion (as defined below) is heard.

i. The Financial Advisor, in consultation with the Applicants, the Monitor and the Secured Creditor, may in their sole and unfettered discretion, waive compliance with any one or more of the requirements specified herein and deem such non-compliant bids to be Qualified Bids, with the exception of bids delivered after the Bid Deadline;

j. The Monitor, in consultation with the Applicants, the Financial Advisor and the Secured Creditor, shall determine the most favourable Final Offer or Offers (collectively, the "**Successful Bids**") and provided that the Successful Bids, together with any cash on hand held by the Monitor as of March 2, 2015, is sufficient to fully discharge the Secured Creditor's indebtedness, together with any priority claims and security interests and charges in the assets of the Applicants payable at the time of closing, including those created in the CCAA Proceeding or the US Insolvency Proceeding ranking ahead of the Secured Creditor, the Monitor and the Applicants shall then proceed to negotiate and settle the terms of a definitive agreement(s) in respect of the Successful Bids, which must be executed no later than **March 13, 2015**, and which shall each be conditional upon Court approval and also conditional on each of the Successful Bids closing on or before **April 3, 2015**, or such longer period as shall be agreed to by the Monitor, in consultation with the Financial Advisor, the Secured Creditor and the Applicants. In the event the Successful Bids in the aggregate, together with any cash on hand held by the Monitor as of March 2, 2015, is not in an amount sufficient to fully discharge the Secured Creditor's indebtedness, together with any priority claims ranking ahead of the Secured Creditor, the Monitor and the Applicants shall obtain the express written consent of the Secured Creditor, prior to negotiating and settling the definitive terms in respect of the Successful Bids.

k. Once definitive agreement(s) have been negotiated and executed in respect of the Successful Bid(s), the person(s) who made the Successful Bid(s) shall be referred to hereunder as the "**Successful Bidder(s)**";

l. The Applicants shall apply to the Court (the "**Approval Motion**") for an order approving the Successful Bid(s) and authorizing the Applicants to enter into any and all necessary agreements with respect to the Successful Bidder(s) and where applicable, an order vesting title to the purchased property in the name of the Successful Bidder(s) (the "**Approval Order**"). The Approval Motion will be held on a date to be scheduled by the Applicants and confirmed by the Court upon application by the Applicants, who shall use their best efforts to schedule the Approval Motion on or before **March 17, 2015**. The Approval Motion may be adjourned or rescheduled by the Monitor without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the Service List prior to the Approval Motion. As soon as practicable after the Approval Motion, the Applicants shall apply for an order recognizing the Approval Order or such further and other orders as may be necessary to give effect to the Approval Order in the United States (the '**Recognition Order**"); and

m. Upon such definitive agreement(s) being negotiated and settled and the Successful Bid(s) being approved by the Court at the Approval Motion, the Deposit paid in respect of the Successful Bid(s), shall become non-refundable in the event the approved transaction does not complete.

n. All Qualified Bids (other than the Successful Bid(s)) shall be deemed rejected on and as of the date of Court approval of the Successful Bid(s).

Deposits

4. All Deposits shall be retained by the Monitor and invested in an interest bearing trust account. If there is a Successful Bid, the Deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved at the Approval Motion shall be applied to the purchase price to be paid or investment amount to be made by the Successful Bidder upon closing of the approved transaction and will be non-refundable. The Deposits (plus applicable interest) of Qualified Bidders not selected as the Successful Bidder shall be returned to such bidders within five Business Days of the date upon which the Successful Bid is approved by the Court. If there is no Successful Bid, all Deposits shall be returned to the bidders within five Business Days of the date upon which the SISP is terminated in accordance with these procedures.

Approvals

5. For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA, ch15 or any other statute or as otherwise required at law in order to implement a Successful Bid.

No Amendment

6. There shall be no amendments to this SISP, including, for greater certainty the process and procedures set out herein, without the consent of the Monitor, Financial Advisor, the Applicants and the Secured Creditor.

"As Is, Where Is"

7. The sale of the Applicants' Property or any investment in the Applicants pursuant to a plan of arrangement in the CCAA will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicants or any of their agents or estates, except to the extent set forth in the relevant sale or investment agreement with a Successful Bidder.

Free Of Any And All Claims And Interests

8. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests; encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

The Secured Creditor

9. The Secured Creditor has advised that it does not intend to participate as a Bidder in the Solicitation Process, and therefore it will be entitled upon executing a Confidentiality Agreement provided by the Applicants, to have full access to the contents of all Qualified Bids. No Qualified Bid that is less than an amount sufficient to fully discharge the Secured Creditor's indebtedness, together with any priority claims ranking ahead of the Secured Creditor, will become a Successful Bid without the Applicants and the Monitor obtaining the written consent of the Secured Creditor. Giving or withholding such consent will be in the sole, exclusive and absolute discretion of the Secured Creditor. Should, however, any Qualified Bid exceed an amount sufficient to fully discharge the Secured Creditor's indebtedness, together with any priority claims and security interests ranking ahead of the Secured Creditor, the Monitor and the Applicants will not require the consent of the Secured Creditor to negotiate and settle the terms of a definitive agreement in respect of the Successful Bid.

No Obligation to Conclude a Sale

10. Neither the Monitor, nor the Applicants, have any obligation to conclude a sale arising out of this Solicitation Process, and they reserve the right and unfettered discretion to reject any offer or proposal.

Further Orders

11. At any time during the Solicitation Process, the Monitor may, following consultation with the Financial Advisor and the Applicants, apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder.